

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Cheryl Ham (205) 879-5959
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Cheryl Ham CORLEY MONCUS, P.C. 728 Shades Creek Pkwy., Suite 100 Birmingham, AL 35209

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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)

1a. ORGANIZATION'S NAME SHELBY INVESTMENTS, LLC				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 2464 Glasscott Point	CITY Hoover	STATE AL	POSTAL CODE 35226	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 SERVISFIRST BANK				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 850 Shades Creek Parkway, Suite 100	CITY Birmingham	STATE AL	POSTAL CODE 35209	COUNTRY USA

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

All of the fixtures, equipment, furniture, furnishings and personal property of every nature, now owned or hereafter acquired by Debtor, all additions, replacements and proceeds thereof and all other property set forth in Schedule I attached hereto and made a part hereof, located on the real property described on the attached Exhibit "A".

THIS FINANCING STATEMENT IS FILED AS ADDITIONAL SECURITY IN CONNECTION WITH A MORTGAGE AND SECURITY AGREEMENT BEING FILED SIMULTANEOUSLY HERewith, ON WHICH THE APPROPRIATE MORTGAGE TAX IS BEING 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:	

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

SHELBY INVESTMENTS, 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 attached Exhibit "A".

17. MISCELLANEOUS:

SCHEDULE I

All Debtor's right, title and interest in, to, and under any and all of the following described property (the "Property"), whether now owned or held or hereafter acquired:

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

(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 Debtor and located in, or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Premises, 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 Premises 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 a Mortgage and Security Agreement being recorded simultaneously herewith (the "Mortgage"); and

(c) All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by the Debtor and attached to the Premises (other than fixtures); or placed on the Premises and used or useful in connection with, or in any way pertaining or relating to, the Premises or the use and occupancy thereof, though not attached to the Premises; or for which the proceeds of the Secured Indebtedness has been or may be advanced, wherever the same may be located; and

(d) All policies of hazard insurance now or hereafter in effect that insure the Premises, or any Improvements, or any other property conveyed or encumbered hereby, together with all right, title and interest of the Debtor in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums; and

(e) All rents, issues, profits and revenues of the Premises from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, 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 Debtor of, in and to the same, reserving only the right to Debtor to collect the same so long as an Event of Default has not occurred hereunder or such collection is not otherwise restricted by the Mortgage; and

(f) 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 Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by them; and

(g) All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, that may be made or due to the Borrower or any subsequent owner of the Premises, or the Improvements, or any other property conveyed or encumbered hereby, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Premises, or the Improvements, or any other such property; and

(h) (1) All general intangibles relating to the development or use of the Premises, the Improvements or any other property conveyed or encumbered hereby, or the management and operation of any business of the Debtor thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (2) the good will of any business conducted or operated on the Premises, all governmental licenses and permits relating to the construction, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (3) all contracts and agreements (including construction, renovation, maintenance, engineering, architectural, leasing, management, operating and concession agreements) affecting the Premises, the Improvements or any other property conveyed or encumbered by this Agreement, or used or useful in connection therewith, whether now or hereafter entered into; and

(i) All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing; and

(j) All proceeds of any of the foregoing.

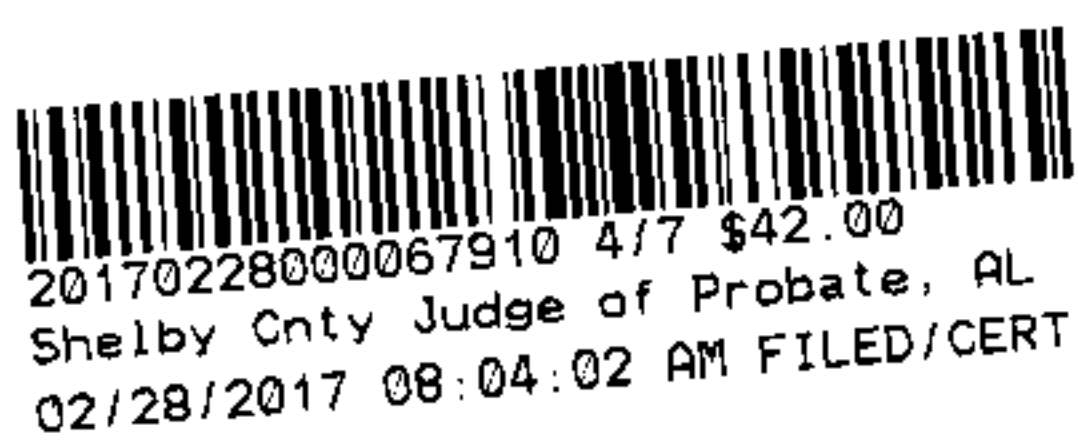


Exhibit "A"

PARCEL I

Part of Section 14, Township 21 South, Range 5 West, situated in Bibb County, Alabama as follows:

The Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ except that portion of property known as Higginbotham Cemetery lying in the Northeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section; the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ lying East of the centerline of Little Shades Creek; the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ lying East of the centerline of Little Shades Creek; the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ lying East of the centerline of Little Shades Creek; the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ lying northeast of the centerline of Little Shades Creek; the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, except that portion of property lying west of the centerline of Little Shades Creek; the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, except that portion of property lying East of the centerline of Little Shades Creek; the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ lying North of the centerline of Little Shades Creek; the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$.

Part of Section 23, Township 21 South, Range 5 West, situated in Bibb County, Alabama as follows:

Tract 1:

The North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ lying South of the centerline of Little Shades Creek; the Northwest diagonal $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, except that portion of property lying North of the centerline of Little Shades Creek; the Southeast diagonal $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, except that portion of property lying south of the centerline of Little Shades Creek; the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ lying South of the centerline of Little Shades Creek; all that portion of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ lying North and East of the centerline of Little Shades Creek.

Tract 2:

The East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 23, Township 21, Range 5 West and that portion of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, lying North of Shades Creek and that portion of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ lying South of Shades Creek, Section 23, Township 21, Range 5 West, Situated in Bibb County, Alabama.

Less and Except: The lower portion of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the lower portion of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, lying South of Shades Creek; Section 23, Township 21 South, Range 5 West, Situated in Bibb County, Alabama.

PARCEL II

Part of Section 12, Township 21 South, Range 5 West, situated in Shelby County, Alabama, as follows:

The East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ lying South of the center line of the Turner Road/Shelby County Road #13.

Part of Section 7, Township 21, Range 4 West, situated in Shelby County, Alabama, as follows:

The West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ lying South of the center line of the Turner Road/Shelby County Road #13; that part Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ lying South of the center line of the Turner Road/Shelby County Road #13; that part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ lying South of the center line of Shelby County Road #13 and West of the center line of Shelby County Road #261;



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PARCEL III

Part of Section 13, Township 21 South, Range 5 West, situated in Shelby County, Alabama as follows:

The Northwest $\frac{1}{4}$; the Northeast $\frac{1}{4}$; the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, except that portion of property lying West of Little Shades Creek.

Part of Section 14, Township 21 South, Range 5 West, situated in Shelby County, Alabama as follows:

The East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, except that portion in the Northwest corner which may be part of a cemetery.

Part of Section 24, Township 21 South, Range 5 West, situated in Shelby County, Alabama, as follows:

Tract 1:

The Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ lying south of the centerline of Little Shades Creek;

Tract 2:

A part of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, The Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ being more particularly described as follows:


Begin at the Northwest corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 24, Township 21 South, Range 5 West, Shelby County, Alabama; thence run South along the west line thereof to the Southwest corner of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; thence run in a northeasterly direction 2,940 feet, more or less, to a point on the west line of the intersection of CR-251 and the west side of the reserved easement and as described in Exhibit "C" of that certain deed into Shelby Investments, LLC recorded in Instrument #20140723000225620 in the Office of the Judge of Probate of Shelby County, Alabama; thence with a deflection angle of 52 degrees 33 minutes to the left, run in a Northeasterly direction for a distance of 135.69 feet to a point; thence with a deflection angle of 21 degrees 17 minutes to the right, continue in a Northeasterly direction for a distance of 234.36 feet to a point; thence with a deflection angle of 12 degrees and 44 minutes to the right, continue in a Northeasterly direction for a distance of 474.07 feet to a point; thence with a deflection angle of 18 degrees 42 minutes to the right, run in an Easterly direction for a distance of 288.12 feet to a point; thence with a deflection angle of 06 degrees and 24 minutes to the right, run in a Southeasterly direction for a distance of 128.40 feet to a point; thence with a deflection angle of 16 degrees and 43 minutes to the left, run in a Northeasterly direction for a distance of 132.07 feet to a point; thence with a deflection angle of 12 degrees 45 minutes to the right, run in an Easterly direction for a distance of 214 feet more or less to the East boundary of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 24; thence run North along the East boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ section line to the Northeast corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence run West along the North line of Section 24 to the Point of Beginning.

Less and except the following:

A Parcel of land situated in the Northwest Quarter of the Northeast Quarter of Section 24, Township 21 South, Range 5 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 24; thence run North $00^{\circ} 00' 00''$ East (an assumed bearing) along the West line of said Quarter-Quarter Section for a distance of 1380.47 feet to the Southwest corner of the Southwest Quarter of the Northeast Quarter of said Section 24; thence continue North $00^{\circ} 00' 00''$ East (an assumed bearing)

along the West line of said Quarter-Quarter Section for a distance of 1380.47 feet to the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 24; thence run South 89° 57' 08" East along the South line of said Quarter-Quarter Section for a distance of 877.69 feet to an iron pin set with SSI cap at the Point of Beginning; thence run North 02° 25' 47" East for a distance of 411.05 feet to an iron pin set with SSI cap; thence run North 60° 39' 35" East for a distance of 395.02 feet to an iron pin set with SSI cap on the new West Right-of-Way line of Shelby County Highway #251; thence run South 04° 56' 51" West along said West Right-of-Way line for a distance of 400.00 feet to an iron pin set with SSI cap; thence run South 57° 50' 48" West for a distance of 386.56 feet to the Point of Beginning.


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