

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) (205) 469-5791
B. E-MAIL CONTACT AT FILER (optional) TNavarro@alabamacu.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Alabama Credit Union Attn: Thomas M. Navarro 220 Paul W. Bryant Drive E. Tuscaloosa L 35401



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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)

1a. ORGANIZATION'S NAME APA Hotel, L.L.C.				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 707 Key Drive	CITY Birmingham	STATE AL	POSTAL CODE 35242	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 Alabama Credit Union				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 220 Paul W. Bryant Drive, East	CITY Tuscaloosa	STATE AL	POSTAL CODE 35401	COUNTRY USA

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

Promissory Note from Debtor to Secured Party in the amount of \$2,325,000.00 dated June 30, 2017 secured by real property located in Shelby County, Alabama at 707 Key Drive, Birmingham, AL 35242, and more particularly described as follows: See Addendum attached hereto, and as described in Mortgage and Collateral Assignment of Rents & Leases appearing of record at * and filed in the Probate Office of Shelby County, Alabama, and additional security to said Mortgage being goods that are to become fixtures on the real property, and that certain Security Agreement attached hereto as Exhibit "B".

* 20170707000242990

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 Judge of Probate of Shelby County, Alabama				



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Instructions for UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read and follow all Instructions, especially Instruction 1; use of the correct name for the Debtor is crucial.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. The filing office cannot give legal advice.

Send completed form and any attachments to the filing office, with the required fee.

ITEM INSTRUCTIONS

A and B. To assist filing offices that might wish to communicate with filer, filer may provide information in item A and item B. These items are optional.

C. Complete item C if filer desires an acknowledgment sent to them. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form the Acknowledgment Copy or a carbon or other copy of this form for use as an acknowledgment copy.

1. **Debtor's name.** Carefully review applicable statutory guidance about providing the debtor's name. Enter only one Debtor name in item 1 -- either an organization's name (1a) or an individual's name (1b). If any part of the Individual Debtor's name will not fit in line 1b, check the box in item 1, leave all of item 1 blank, check the box in item 9 of the Financing Statement Addendum (Form UCC1Ad) and enter the Individual Debtor name in item 10 of the Financing Statement Addendum (Form UCC1Ad). Enter Debtor's correct name. Do not abbreviate words that are not already abbreviated in the Debtor's name. If a portion of the Debtor's name consists of only an initial or an abbreviation rather than a full word, enter only the abbreviation or the initial. If the collateral is held in a trust and the Debtor name is the name of the trust, enter trust name in the Organization's Name box in item 1a.

1a. **Organization Debtor Name.** "Organization Name" means the name of an entity that is not a natural person. A sole proprietorship is **not** an organization, even if the individual proprietor does business under a trade name. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed public organic records to determine Debtor's correct name. Trade name is insufficient. If a corporate ending (e.g., corporation, limited partnership, limited liability company) is part of the Debtor's name, it must be included. Do not use words that are not part of the Debtor's name.

1b. **Individual Debtor Name.** "Individual Name" means the name of a natural person; this includes the name of an individual doing business as a sole proprietorship, whether or not operating under a trade name. The term includes the name of a decedent where collateral is being administered by a personal representative of the decedent. The term does not include the name of an entity, even if it contains, as part of the entity's name, the name of an individual. Prefixes (e.g., Mr., Mrs., Ms.) and titles (e.g., M.D.) are generally not part of an individual name. Indications of lineage (e.g., Jr., Sr., III) generally are not part of the individual's name, but may be entered in the Suffix box. Enter individual Debtor's surname (family name) in Individual's Surname box, first personal name in First Personal Name box, and all additional names in Additional Name(s)/Initial(s) box.

If a Debtor's name consists of only a single word, enter that word in Individual's Surname box and leave other boxes blank.

For both organization and individual Debtors. Do not use Debtor's trade name, DBA, AKA, FKA, division name, etc. in place of or combined with Debtor's correct name; filer may add such other names as additional Debtors if desired (but this is neither required nor recommended).

1c. Enter a mailing address for the Debtor named in item 1a or 1b.

2. **Additional Debtor's name.** If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. For additional Debtors, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names.

3. **Secured Party's name.** Enter name and mailing address for Secured Party or Assignee who will be the Secured Party of record. For additional Secured Parties, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP). If there has been a full assignment of the initial Secured Party's right to be Secured Party of record before filing this form, either (1) enter Assignor Secured Party's name and mailing address in item 3 of this form and file an Amendment (Form UCC3) [see item 5 of that form]; or (2) enter Assignee's name and mailing address in item 3 of this form and, if desired, also attach Addendum (Form UCC1Ad) giving Assignor Secured Party's name and mailing address in item 11.

4. **Collateral.** Use item 4 to indicate the collateral covered by this financing statement. If space in item 4 is insufficient, continue the collateral description in item 12 of the Addendum (Form UCC1Ad) or attach additional page(s) and incorporate by reference in item 12 (e.g., See Exhibit A). Do not include social security numbers or other personally identifiable information.

Note: If this financing statement covers timber to be cut, covers as-extracted collateral, and/or is filed as a fixture filing, attach Addendum (Form UCC1Ad) and complete the required information in items 13, 14, 15, and 16.

5. If collateral is held in a trust or being administered by a decedent's personal representative, check the appropriate box in item 5. If more than one Debtor has an interest in the described collateral and the check box does not apply to the interest of all Debtors, the filer should consider filing a separate Financing Statement (Form UCC1) for each Debtor.

6a. If this financing statement relates to a Public-Finance Transaction, Manufactured-Home Transaction, or a Debtor is a Transmitting Utility, check the appropriate box in item 6a. If a Debtor is a Transmitting Utility and the initial financing statement is filed in connection with a Public-Finance Transaction or Manufactured-Home Transaction, check only that a Debtor is a Transmitting Utility.

6b. If this is an Agricultural Lien (as defined in applicable state's enactment of the Uniform Commercial Code) or if this is not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 6b and attach any other items required under other law.

7. **Alternative Designation.** If filer desires (at filer's option) to use the designations lessee and lessor, consignee and consignor, seller and buyer (such as in the case of the sale of a payment intangible, promissory note, account or chattel paper), bailee and bailor, or licensee and licensor instead of Debtor and Secured Party, check the appropriate box in item 7.

8. **Optional Filer Reference Data.** This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 8 any identifying information that filer may find useful. Do not include social security numbers or other personally identifiable information.

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

APA Hotel, L.L.C.

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

Alabama Credit Union

OR 11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

220 Paul W. Bryant Drive, East

CITY

Tuscaloosa

STATE

AL

POSTAL CODE

35401

COUNTRY

USA

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:

Real Property located in Shelby County, Alabama, described as follows: See Exhibit "A" attached hereto and incorporated herein by this reference, and see Exhibit "B" Security Agreement.

17. MISCELLANEOUS:

To be Filed with the Judge of Probate of Shelby County, Alabama

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (Form UCC1Ad) (Rev. 04/20/11)

Instructions for UCC Financing Statement Addendum (Form UCC1Ad)

Please type or laser-print this form. Be sure it is completely legible. Read and follow all Instructions; use of the correct name for the Debtor is crucial. Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. The filing office cannot give legal advice.

ITEM INSTRUCTIONS

9. **Name of first Debtor.** Enter name of first Debtor exactly as shown in item 1 of Financing Statement (Form UCC1) to which this Addendum relates. The name will not be indexed as a separate debtor. The Debtor name in this section is intended to cross-reference this Addendum with the related Financing Statement (Form UCC1).

If the box in item 1 of the Financing Statement (Form UCC1) was checked because Individual Debtor name did not fit, the box in item 9 of this Addendum should be checked.

10. **Additional Debtor's name.** If this Addendum adds an additional Debtor, complete item 10 in accordance with Instruction 1 of Financing Statement (Form UCC1). For additional Debtors, attach either an additional Addendum or Additional Party (Form UCC1AP) and follow Instruction 1 of Financing Statement (Form UCC1) for determining and formatting additional names.

11. **Additional Secured Party's name or Assignor Secured Party's name.** If this Addendum adds an additional Secured Party, complete item 11 in accordance with Instruction 3 of Financing Statement (Form UCC1). For additional Secured Parties, attach either an additional Addendum or Additional Party (Form UCC1AP) and complete applicable items in accordance with Instruction 3 of Financing Statement (Form UCC1). In the case of a full assignment of the Secured Party's interest before the filing of this financing statement, if filer has provided the name and mailing address of the Assignee in item 3 of Financing Statement (Form UCC1), filer may enter Assignor Secured Party's name and mailing address in item 11.

12. **Additional Collateral Description.** If space in item 4 of Financing Statement (Form UCC1) is insufficient or additional information must be provided, enter additional information in item 12 or attach additional page(s) and incorporate by reference in item 12 (e.g., See Exhibit A). Do not include social security numbers or other personally identifiable information.

- 13-16. **Real Estate Record Information.** If this Financing Statement is to be filed in the real estate records and covers timber to be cut, covers as-extracted collateral, and/or is filed as a fixture filing, complete items 1-4 of the Financing Statement (Form UCC1), check the box in item 13, check the appropriate box in item 14, and complete the required information in items 15 and 16. If the Debtor does not have an interest of record, enter the name and address of the record owner in item 15. Provide a sufficient description of real estate in accordance with the applicable law of the jurisdiction where the real estate is located in item 16. If space in items 15 or 16 is insufficient, attach additional page(s) and incorporate by reference in items 15 or 16 (e.g., See Exhibit A), and continue the real estate record information. Do not include social security numbers or other personally identifiable information.

17. **Miscellaneous.** Under certain circumstances, additional information not provided on the Financing Statement (Form UCC1) may be required. Also, some states have non-uniform requirements. Use this space or attach additional page(s) and incorporate by reference in item 17 (e.g., See Exhibit A) to provide such additional information or to comply with such requirements; otherwise, leave blank. Do not include social security numbers or other personally identifiable information.



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STATE OF ALABAMA

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§ ss.

SHELBY COUNTY

§

SECURITY AGREEMENT

This Security Agreement (the "Agreement"), made effective the 30th day of June, 2017, between the following parties:

SECURED PARTY: Alabama Credit Union, 220 Paul W. Bryant Drive, East,
Tuscaloosa, AL 35401

DEBTOR: APA Hotel, L.L.C., an Alabama limited liability
company, 707 Key Drive, Birmingham, AL 35242

In consideration of the mutual promises, covenants, and agreements between the parties set forth below, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

Background and Inducement.

Secured Party has agreed to lend Two Million Three Hundred Twenty-Five Thousand & No/100 (\$2,325,000.00) Dollars to Debtor pursuant to the terms of a Note (the "Promissory Note") of even date herewith. The terms of the repayment of the Promissory Note are hereby incorporated into this Agreement by reference. Unless otherwise set forth herein, capitalized terms have the meanings ascribed to them in the Promissory Note.

Debtor has granted to Secured Party a mortgage on real property located in Shelby County, Alabama, and more particularly described as follows:

Lot 4A1 of Blumberg's Resurvey, as recorded in Map Book 19, Page 102, in the Probate Office of Shelby County, Alabama, and being situated in the Northwest 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Begin at the Southwest corner of said Northwest 1/4 of the Northwest 1/4 of Section 36, Township 18 South, Range 2 West and run North along the West line of said 1/4 - 1/4 Section 289.22 feet; thence an interior angle of 51 degrees 22 minutes 09 seconds and run to the right in a southeasterly direction 83.03 feet; thence an interior angle of 269 degrees 42 minutes 38 seconds and run to the left in a northeasterly direction 68.18 feet; thence an interior angle of 180 degrees 01 minutes 00 seconds and run to the left continuing in a northeasterly direction 193.71 feet; thence an interior angle of 90 degrees 00 minutes 00 seconds and run to the right in a southeasterly direction 6.04 feet; thence an interior angle of 270 degrees 00 minutes 00 seconds and run to the left in a northeasterly direction 4.00 feet; thence an interior angle of 90 degrees 00 minutes 00 seconds and run to the right in a southeasterly direction 5.00 feet; thence an interior angle of 90 degrees 00 minutes 00 seconds and run to the right in a southwesterly direction 5.00 feet; thence an interior angle of 90 degrees 00 minutes 00 seconds and run to the right in a northwesterly direction 8.14 feet; thence an interior angle of 270 degrees 00 minutes 00 seconds and run to the left in a southwesterly direction 180.64 feet; thence an



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interior angle of 270 degrees 00 minutes 00 seconds and run to the left in a southeasterly direction 3.36 feet; thence an interior angle 90 degrees 00 minutes 00 seconds and run to the right in a southwesterly direction 12.06 feet; thence an interior angle of 270 degrees 00 minutes 32 seconds and run to the left in southeasterly direction 241.61 feet; thence an interior angle of 93 degrees 05 minutes 32 seconds and run to the right in a southwesterly direction 173.95 feet to a point on the South line of said 1/4 - 1/4 section; thence turn an interior angle of 123 degrees 59 minutes 43 seconds and run right southwesterly direction 198.95 feet to the point of beginning.

Together with all those certain appurtenant easements, rights and other benefits created by and described in that certain Cross Easement Agreement, dated February 14, 1995, recorded as Instrument #1995-04461.

(the "Real Property"). As additional security for the payment of the Promissory Note referred to above to Secured Party, Secured Party desires to obtain and Debtor desires to grant, an additional security interest in certain property of Debtor, upon the terms and conditions hereinafter set forth.

Security Interest.

As additional security for the payment of Debtor's obligations to Secured Party, Debtor hereby assigns and grants to Secured Party a security interest in and to the following described property of Debtor:

The Real Property and all other real and personal property wherever situated, including but not limited to all accounts receivable, inventory, furniture, fixtures, machinery, equipment of every kind and description, accounts, general intangibles, goods and inventory, and with respect to the foregoing including that which is both now owned or hereafter acquired as well as any net proceeds and products thereof (collectively, the "Collateral").

The Collateral is now and will continue to be in the possession and/or control of Debtor. Until default hereunder, Debtor shall be entitled to the use and possession of the Collateral.

Debtor's Warranties And Agreements.

Debtor warrant and agree that:

Collateral. The Collateral is owned by Debtor and is not subject to any security interests, liens, or encumbrances, except the note to the Secured Party. Debtor will defend the Collateral against the claims and demands of all other persons.

Insurance. Debtor will insure the Collateral against such risks and casualties and in such amounts as Secured Party shall require and list Secured Party as a loss payoff on such policy or policies of insurance. All insurance policies or certificates evidencing such insurance shall be furnished to Secured Party. If Debtor fails to pay the premium on any such insurance, Secured Party may do so for Debtor's account adding the amount thereof to the debt secured hereby. Debtor hereby assigns to Secured Party any returned or unearned premiums which may be due upon cancellation of any such policies for any reason whatsoever and directs the insurers to pay Secured Party any amounts so due. Secured Party is hereby appointed Debtor's attorney-in-fact to endorse any draft or check which may be payable to Debtor in order to collect such returned or

unearned premiums or the proceeds of such insurance. Any balance of insurance proceeds remaining after payment in full of all amounts secured hereunder shall be paid to Debtor.

Security Interest. Debtor will not permit any other security interest, other than as permitted herein, to attach to the Collateral without the written consent of Secured Party, or permit the Collateral to be levied upon under any legal process, or permit anything to be done that may impair the value of the Collateral or the security intended to be afforded by this Agreement.

Financing Statement. Debtor will sign and execute alone or with Secured Party any Financing Statement or other document or procure any document and pay all necessary costs to protect the security interest under this Agreement against the interest of third persons. The Secured Party is hereby appointed Debtor's attorney-in-fact to do all acts and things which Secured Party may deem necessary to perfect and continue to perfect the security interest created by this Agreement and to protect the Collateral. A photocopy, carbon copy, or other facsimile of this signed Security Agreement or a signed financing statement is sufficient as a financing statement.

Financial Information. Debtor will furnish such financial statements, accountants' reports, and other evidence of Debtor's financial condition that Secured Party may from time to time request.

Collection Procedures.

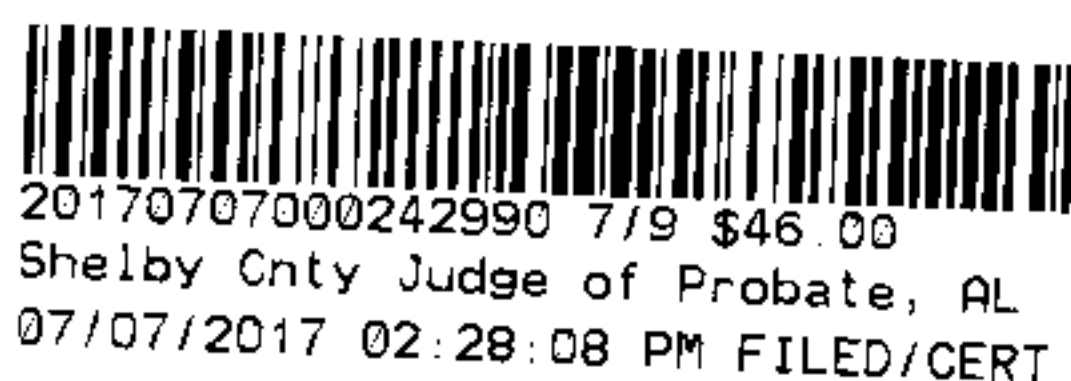
Upon any default by Debtor hereunder, Secured Party may exercise its rights of enforcement under the Uniform Commercial Code as adopted by the State of Alabama at the date of this Agreement. In addition to those rights and in the event of any breach by Debtor of any of the obligations or covenants contained herein, in the Promissory Note, all obligations secured by this Security Agreement shall, at the option of Secured Party, become immediately due and payable, without notice or demand.

It shall be lawful for Secured Party to enter any place of business of Debtor, or other premises in which the Collateral or any part thereof may be located, remove the same, and after five days' written notice of the time and place of a public sale, offer the Collateral at a public sale to the highest bidder for cash, and upon such sale collect the purchase money and convey title to the purchaser (who may be Secured Party). Alternatively, Secured Party may, pursuant to the Uniform Commercial Code, dispose of the property by private sale or any other intended disposition if it gives Debtor's five days' written notice of the time after which any private sale or other intended disposition is to be made. Written notice mailed to Debtor five days prior to the date of a public sale of the Collateral or prior to the date after which any private sale or any other intended disposition will be made shall constitute reasonable notification.

Secured Party shall apply the receipts from such sale, or so much thereof as may be necessary, first, to pay the costs and expenses of the sale, and then to pay and discharge all indebtedness of Debtor to Secured Party, together with all interest accrued and due thereon. Any surplus shall be paid to Debtor. Debtor agrees to pay Secured Party immediately, without demand, any deficiency remaining after such application of the proceeds of sale.

Default.

Events of Default. Any of the following events will constitute a default under this Agreement:



Debtor's failure to comply with any provision of this Agreement or the Promissory Note.

Any change in Debtor's financial condition which in Secured Party's judgment impairs the prospect of Debtor's payment or performance.

Any actual or reasonably anticipated deterioration of the Collateral or in the market price thereof that causes the Collateral, in Secured Party's judgment to become unsatisfactory as security.

Any levy or seizure against Debtor or of the Collateral.

Insolvency, appointment of a receiver, or the filing of any petition or the commencement of any proceeding in bankruptcy or for reorganization or for the readjustment of any debts under the Bankruptcy Act, as amended, or under any other act or law, whether state or federal, now or hereafter existing, for the relief of debtors, of, by or against Debtor.

Miscellaneous Provisions.

Non-Waiver. Secured Party's acceptance of partial or delinquent payments or the failure of Secured Party to exercise any right shall not waive any obligation of Debtor or right of Secured Party to modify this Agreement, or waive any other similar default.

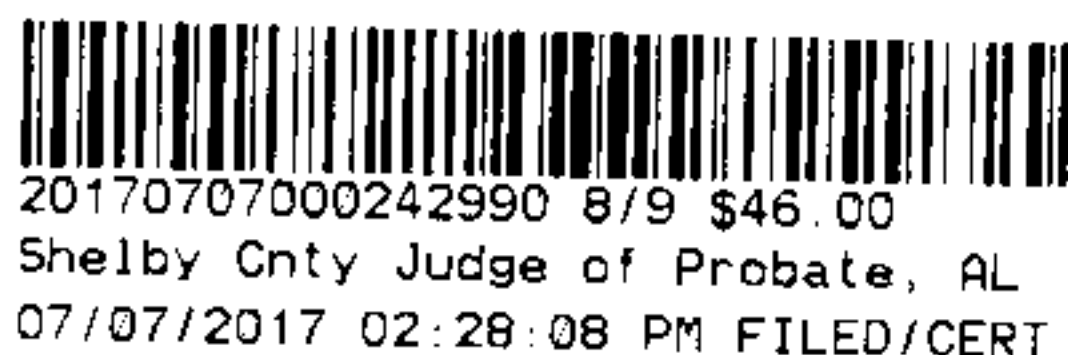
Time of the Essence. Time is of the essence as to each provision of this Agreement.

Governing Laws. The laws of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation, rights and duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

Severability. The provisions of this Security Agreement shall be severable and if any provision shall be invalid or void or unenforceable in whole or in part for any reason, then, to the extent such provisions are valid and enforceable, a court of competent jurisdiction shall construe and interpret this Agreement to provide for maximum validity and enforceability of this Agreement.

Notices. Any notice required or permitted to be given, made or sent hereunder shall be in writing and shall be deemed to have been given when personally delivered or deposited in the U.S. Mail, certified mail, return receipt requested, to the address first set forth in this Agreement.

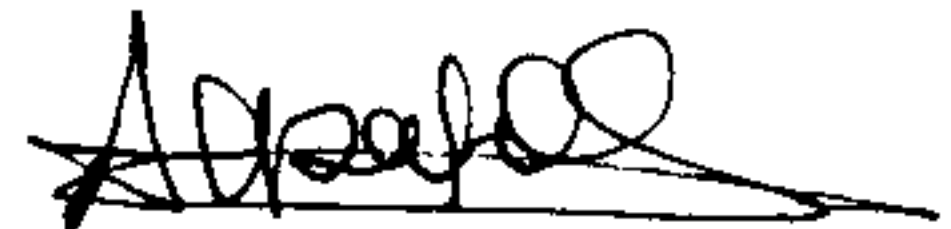
Final Integration. This Agreement constitutes the entire Security Agreement between Secured Party and Debtor, as a complete and final integration thereof. It may not be changed or terminated orally, but may only be changed by an agreement in writing signed by the party or parties against whom enforcement of any waiver, change, modification, extension, discharge or termination is sought. No representation or warranty made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party entering this Agreement.



IN WITNESS WHEREOF, APA HOTEL, L.L.C., an Alabama limited liability company, has hereunto caused this instrument to be executed by its undersigned Members, who are duly authorized, on this the 30th day of June, 2017.

DEBTOR:

**APA HOTEL, L.L.C., AN ALABAMA
LIMITED LIABILITY COMPANY**

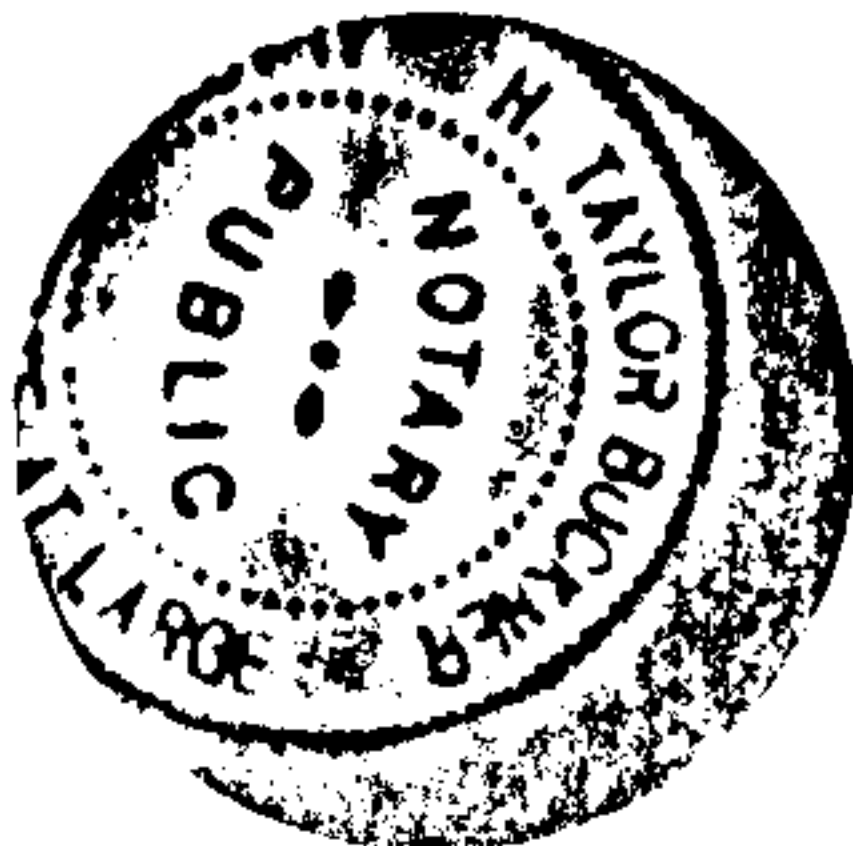
By: 
Amrutlal Vallabhbhai, Member

By: 
Anishkumar Amrutlal, Member

STATE OF ALABAMA §
 § ss.
LEE COUNTY §

I, the undersigned authority, a notary public in and for said state in said county, hereby certify that Amrutlal Vallabhbhai and Anishkumar Amrutlal, whose names as Members of APA Hotel, L.L.C., an Alabama Limited Liability Company, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, they, as such Members and with full authority, executed the same voluntarily for and as the act of APA Hotel, L.L.C. on the day the same bears date.


Given under my hand and official seal on this the 30th day of June, 2017.




Notary Public
My Commission Expires: _____

My Commission Expires December 1, 2020

**This instrument prepared by:
Mark C. Nelson
Attorney at Law
P. O. Box 1788
Tuscaloosa, AL 35403
Telephone (205) 349-3449**


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