

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) J. Ladd Davis
B. E-MAIL CONTACT AT FILER (optional) ldavis@rushtonstakely.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) J. Ladd Davis, Esq. Rushton, Stakely, Johnston & Garrett, P.A. P.O. Box 270 Montgomery, AL 36101-0270



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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				
OR	1b. INDIVIDUAL'S SURNAME Lumpkin	FIRST PERSONAL NAME Edwin	ADDITIONAL NAME(S)/INITIAL(S) B.	SUFFIX Jr.
1c. MAILING ADDRESS 100 Metro Parkway	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)

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 Oakworth Capital Bank				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 2100A Southbridge Parkway, Suite 445	CITY Birmingham	STATE AL	POSTAL CODE 35209	COUNTRY USA

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

See Exhibit "A" attached hereto and made a part hereof as if set out in full herein.

This UCC-1 financing statement is filed as additional Security in connection with that certain Mortgage from Debtor in favor of Secured Party being filed simultaneously herewith, on which the appropriate Mortgage Tax is being paid. The Mortgage and security interest reflected in this UCC-1 are purchase money security interests.

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: RSJG File No. 9910-6 - JOP Shelby County		

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

OR

9b. INDIVIDUAL'S SURNAME

Lumpkin

FIRST PERSONAL NAME

Edwin

ADDITIONAL NAME(S)/INITIAL(S)

B.

SUFFIX

Jr.

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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:

17. MISCELLANEOUS:

EXHIBIT A
TO UCC-1 FINANCING STATEMENTS

The following described property, situated in Shelby County, Alabama, to-wit ("Land"):

Lot 1, according to the Resurvey of Lots 3-6, Calera North Industrial Park, as recorded in Map Book 26, Page 18 in the Probate Office of Shelby County, Alabama, as corrected by the certain Scrivener's Affidavit by Barton F. Carr recorded as Instrument 20131104000435290 in the Probate Office of Shelby County, Alabama.


TOGETHER with all Debtor's right, title and interest, if any, in all buildings, structures and other improvements now or hereafter attached to or located on the Land, or any part or parcel thereof, and

TOGETHER with all and singular the leases, tenements, hereditaments, easements and appurtenances thereunto or unto any part thereof now or hereafter belonging or in any wise appertaining, and all streets, strips and gores of land, alleys, passages, ways, water courses, and all leasehold estates, rights-of-way, easements and covenants now existing or hereafter created for the benefit of Debtor or any subsequent owner or tenant of the Land, and all rights to enforce the maintenance thereof, and all other rights, privileges and liberties of whatsoever kind or character, and the reversions and remainders thereof, and all estate, right, title, interest, property, possession, claim and demand whatsoever, at law or in equity, of Debtor in and to the Land or any part thereof, and


TOGETHER with all building materials, fixtures, building machinery and building equipment delivered on site to the Land during the course of or in connection with the construction, reconstruction or remodeling of any of the aforesaid buildings, structures, or other improvements, and

TOGETHER with all personal property of every kind and description, and all apparatus, chattels, and fixtures now or hereafter erected or placed in or upon the Land or any improvement thereon or now or hereafter attached to or used in connection with the Land or any improvement thereon, and all additions thereto and all replacements thereof, whether or not the same have or would become part of the Land by attachment thereto, including without limiting the generality of the foregoing, all furnaces, heaters, gas and electric light fixtures, refrigerating, ventilating, incinerating, garbage disposal and air conditioning apparatus and equipment, all elevators, screens, doors, awnings, blinds, drapes, carpets, floor coverings, furnishings, appliances, televisions and television equipment, stereo and stereo equipment, restaurant equipment, refrigerators, stoves, storm windows, fire extinguishers, vehicles, inventory, supplies, gas and oil tanks and equipment, pipes, wires and plumbing and also all shrubbery or plants now or hereafter located on the Land or improvements, all of which shall to the extent permitted by law be considered as annexed to or forming a part of the Land (all of which is hereinafter referred to as the "Equipment"), and

TOGETHER with all monies, accounts receivable deposits, and proceeds (hereinafter referred to collectively as the "Proceeds") derived by Debtor from the Land, Equipment, or said apparatus, chattels, fixtures, buildings, structures, improvements, leases, tenant contracts, occupancy agreements, rental agreements, patrons, contracts, licenses, permits, rents, issues or profits, including but not limited to all revenue, receipts, rents, refunds, rebates, tenant reimbursements, condemnation awards and proceeds of the sale of, insurance on or other borrowings secured in whole or in part by any of the Land, Equipment, or said apparatus, chattels, fixtures, buildings, structures, improvements, leases, tenant contracts, rental agreements, contracts, licenses, permits, rents, issues and profits, and


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TOGETHER with all books and records, the benefit of any deposits or payments now or hereafter made by Debtor or on behalf of Debtor, all franchise agreements, license agreements, tradenames, trademarks, service marks, logos and goodwill related thereto which in any way now or hereafter belong, relate or appertain to the Land, Equipment or Proceeds or any part thereof or are now or hereafter acquired by Debtor; all security deposits, and other deposits, and all other general intangibles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Land, Equipment or Proceeds (all of which is hereinafter referred to as the "Intangibles").


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