

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) KATHLEEN B. GUY, ESQ.
B. E-MAIL CONTACT AT FILER (optional) gradford@atclawfirm.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) ANDERSEN, TATE & CARR, P.C. 1960 SATELLITE BLVD., SUITE 4000 ONE SUGARLOAF CENTRE DULUTH, GEORGIA 30097



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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 NINE TWO FIVE, LLC				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 10695 HIGHWAY 119	CITY ALABASTER	STATE AL	POSTAL CODE 35007	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 SYNOVUS BANK				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 960 BUFORD HWY.	CITY CUMMING	STATE GA	POSTAL CODE 30041	COUNTRY USA

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

All property of Debtor described on Exhibit "B" attached hereto and located on, in, or used in connection with the real property described on Exhibit "A" attached hereto and all improvements and fixtures thereon.

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: 15519.70369	

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

NINE TWO FIVE, 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):

DEBTOR

16. Description of real estate:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

17. MISCELLANEOUS:

EXHIBIT "A"
Legal Description

Lot 3, according to the Survey of F E S Addition to Alabaster, Number Three, as recorded in Map Book 24, Page 37, in the Probate Office of Shelby County, Alabama.

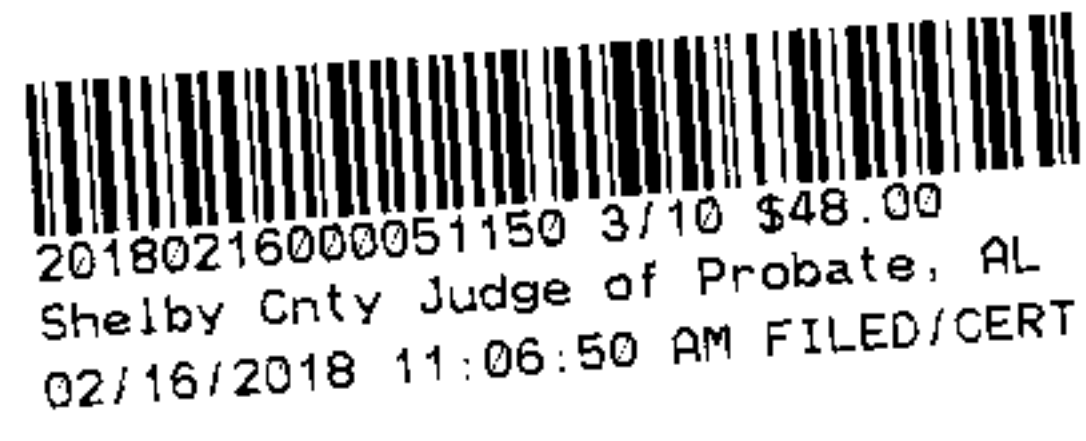


EXHIBIT "B"

1. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Secured Party or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Debtor or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Debtor, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

The Debtor shall pay all of the Secured Party's reasonable court costs incurred in any proceeding in any Bankruptcy proceeding filed by or against the Secured Party, which shall include, but shall not be limited to filing a Proof of Claim, actions to obtain Relief of Stay or secure Adequate Protection, and any adversary action in Bankruptcy.

2. Debtor hereby grants a security interest in all of the following property of the Debtor, whether now owned or later acquired, wherever located:

a) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on that certain real property located at 10695 Highway 119, Alabaster, Alabama 35007 (hereinafter referred to as the "Property"), including without limitation the billboard structure and related posts, signs, accessories and equipment 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, fire extinguishers and any other safety equipment required by governmental regulation or law, air conditioning apparatus, refrigerating plans, refrigerators, cooking apparatus and appurtenances, window screens, awning and storm sashes, which are or shall be attached to said buildings, structures or improvements and all other fixtures 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 Property, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from a permitted sale of any of the foregoing, and all the right, title and interest of Debtor in any such fixtures subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or claim, together with the benefit of any deposits or payment now or hereafter made by Debtor or on behalf of Debtor, any property acquired with cash proceeds of any of the fixtures described hereinabove; all of which are hereby declared and shall be deemed to be fixtures and accessions to the Property and a part of the Property as between the parties hereto and all persons claiming by, through or under them. The location of the above-described collateral is also the location of the Property.

b) All fixtures now or hereafter located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Property, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures, carpeting and other floor coverings, air conditioning apparatus (including humidity control equipment), ceiling fans, window screens and screen doors, awnings and storm windows and doors, alarm devices of all types, garage door openers, sprinkler systems and renewals, replacement thereof and substitutions therefor, if any, owned by Debtor, or in which Debtor has or shall have an interests, now or hereafter located upon



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the Property and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Property, including any leases of any of the foregoing, and the proceeds of any sale or transfer of the foregoing, together with the Property; and

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, trees, timber and other emblements now or hereafter located on the Property or under or above the same or any part or parcel thereof or appurtenant to the title to the Property, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders, whatsoever, in any way belonging, relating or appertaining to the 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 Debtor; and

d) All leases and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Property, including any extensions, renewals, modifications or amendments thereof (the "Leases"); and all rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits, billboard rental or income (the "Rents"); and

e) All equipment, including but not limited to the items set forth on Exhibit A-1 of the Debtor and all furniture, furnishings, computer systems, point of service systems, interior or leasehold improvements and fixtures and personal property of any kind of Debtor, together with all accessories and attachments thereto, all replacements and substitutes used or useful in the Debtor's business, whether now owned or hereafter acquired or arising.

f) All rights of the Debtor to payment for goods sold or leased, or to be sold or to be leased, or for services rendered, howsoever evidenced or incurred; including, without limitation, all accounts, all returned or repossessed goods and all books, records, computer tapes, programs, and edger books arising therefrom or relating thereto, whether now owned or hereafter acquired or arising.

g) All inventory of Debtor, whether now owned or hereafter acquired, wherever located, including, without limitation, all goods of Debtor held for sale or lease or furnished or to be furnished under contracts of service, all goods held for display or demonstration, goods on lease or consignment, returned and repossessed goods, all raw materials, work-in-progress, finished goods and supplies used or consumed in Debtor's business, together with all returns, repossessions, substitutions, replacements, parts, additions, accessions and all documents, documents of title, dock warrants, dock receipts, warehouse receipts, bills of lading or orders, for the delivery of all, or any portion, of the foregoing.

h) All property of Debtor left with Secured Party or in its possession now or hereafter and any balance or deposit account of Debtor and all drafts, checks and other items deposited in or with secured Party by Debtor for collection or safekeeping, with full authority given Secured Party, upon the occurrence of any Event of Default as set forth in the various loan documents between Debtor and Secured Party, to charge any or all such indebtedness of Debtor without notice or demand against any obligation secured hereby.

i) All general intangibles now owned or hereafter acquired by the Debtor.



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j) All products and proceeds (including insurance proceeds, pre-petition and post-petition bankruptcy proceeds) arising from or in any way relating to any or all of the collateral described above.

3. Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

4. Debtor represents and warrants that its exact legal name is NINE TWO FIVE, LLC, an Alabama limited liability company having an address of 10695 Highway 119, Alabaster, Alabama 35007.

5. Debtor covenants the following so long as any of the Obligations shall remain outstanding and unless Secured Party shall otherwise consent in writing:

- a) The Debtor shall not merge or consolidate into, or transfer of any of the Collateral to any other person.
- b) The Debtor shall not change its name unless it has given the Secured Party thirty (30) days' prior written notice thereof and executed or authorized, at the request of the Secured Party, such additional financing statements to be filed in such jurisdictions as the Secured Party may deem necessary or desirable in its sole discretion.
- c) The Debtor shall, at any time and from time to time, whether or not the Official Text of Revised Article 9, 2000 Revision, of the Uniform Commercial Code promulgated by the American Law Institute and the National Conference of Commissioners on Uniform State Laws or a version thereof ("Uniform Revised Article 9") has been adopted in any particular jurisdiction, take such steps as the Secured Party may reasonably request for the Secured Party (i) to obtain an acknowledgment, in form and substance reasonably satisfactory to the Secured Party, of any bailee having possession of any of the Collateral, stating that the bailee holds possession of such Collateral on behalf of the Secured Party, (ii) to obtain "control" of any investment property, deposit accounts, letter-of-credit rights, or electronic chattel paper (as such terms are defined by Revised Article 9 with corresponding provisions thereof defining what constitutes "control" for such items of Collateral), with any agreements establishing control to be in form and substance reasonably satisfactory to the Secured Party, and (iii) otherwise to insure the continued perfection and priority of the Secured Party's security interest in any of the Collateral and of the preservation of its rights therein, whether in anticipation of or following the effectiveness of Revised Article 9 in any jurisdiction. If the Debtor shall at any time, whether or not Uniform Revised Article 9 has been adopted in any particular jurisdiction, acquire a "commercial tort claim" (as such term is defined in Revised Article 9) [with a claim for damages in excess of \$1,000,000], the Debtor, as the case may be, shall promptly notify the Secured Party thereof in writing, providing a reasonable description and summary thereof, and shall execute a supplement to this Security Agreement granting a security interest in such commercial tort claim to the Secured Party.

6 The Debtor hereby authorizes Secured Party, its counsel or its representative, at any time and from time to time, to file without the signature of the Debtor, as permitted by law, financing statements and amendments that describe the collateral covered by such financing statements as "all assets of the Debtor", "all personal property of the Debtor" or words of similar effect, in such jurisdictions as the Agent may deem necessary or desirable in order to perfect the security interests granted by the Debtor under this Security Agreement.

7 It is a default of the Loan if any one or more of the following events occur (an "Event of Default") under this Agreement: (a) failure of the Debtor to pay any of the Debtor's Liabilities as and when due and payable, after giving effect to any applicable grace period; (b) failure of the Debtor to perform, observe, or comply with any of the provisions of this Agreement or of any of the other Loan Documents, after giving effect to any applicable grace period; (c) the occurrence of an Event of Default (as defined therein) under any of the other Loan Documents; (d) any information contained in any financial statement, application, schedule, report, or any other document



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given by the Debtor or by any other person in connection with the Debtor's Liabilities, with the Collateral, or with any of the Loan Documents is not in all material respects true and accurate or the Debtor or such other person omitted to state any material fact or any fact necessary to make such information not misleading; (e) the Debtor is generally not paying debts as such debts become due; (f) the filing of any petition for relief under any provision of the Federal Bankruptcy Code or any similar state law is brought by or against the Debtor; (g) an application for the appointment of a receiver for, the making of a general assignment for the benefit of creditors by or the insolvency of, the Debtor, which is not discharged within thirty (30) days; (h) the dissolution, merger, consolidation, or reorganization of the Debtor; (i) suspension of the operation of the Debtor's present business; (j) the determination in good faith by the Secured Party that a material adverse change has occurred in the financial condition of the Debtor from the condition set forth in the most recent financial statement of the Debtor heretofore furnished to the Secured Party, or from the financial condition of the Debtor as heretofore most recently disclosed to the Secured Party in any other manner; or (k) any amendment to or termination of a financing statement naming the Debtor as debtor and the Secured Party as secured party, or any correction statement with respect thereto, is filed in any jurisdiction by any party other than the Secured Party or its counsel without the prior written consent of the Secured Party.



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EXHIBIT "B-1"

Item #	Qty	Manufacturer	Model / Description	Year
1	1	Custom	PA System	2016
2	1	Rowe/AMI	MM-2CD Juke Box	2016
3	35	Generic	Neon Signs	2016
4	24	Generic	Chair	2012
5	6	Generic	Booster Chair	2012
6	16	Generic	Barstool	2012
7	15	Generic	Shelving	2012
8	36	Custom	Condiment Holder	2012
9	1	Frigidaire	LFFH20F3QWL Refrigerator	2012
10	2	Thermatek	RFT-75 Fryer	2012
11	2	Thermatek	GFS-90 Fryer	2012
12	1	Scharfen	Senator Buffalo Chopper	2012
13	1	Centaur	CRB101410-3-212 Sink	2012
14	1	True	TDD-3 Keg Cooler	2012
15	1	Metal Frio	SLC2-60 Prep Table	2012
16	1	Scotsman	F1222A-32D Ice maker	2012
17	1	Generic	14x10-foot Entrance Sign	2012
18	1	BV Security	DVR_1016 Security System with 8 cameras	2012
19	1	Radiant	POS System	2012
20	1	Custom Made	22x2-foot Bar Top (bottle caps covered with epoxy)	2012
21	3	Volrath	Model 1001 Steam Table	2015
22	1	Centaur	SSHAND Hand Sink	2012
23	1	True	TSSU-60 Bar Cooler	2012
24	6	Seville Classics	4x2-foot Work Table	2013
25	1	True	GDM-45 Reach In Refrigerator	2013
26	3	LG	55-inch Outdoor Television	2013
27	2	Yamaha	AW390 Speaker	2013
28	1	True	TBB-4 Work Table	2013
29	3	LG	47-inch Television	2013
30	1	Vulcan	MF-1 Oil Filtration Machine	2013
31	1	TRUE	GDM-49 Merchandise Cabinet	2013
32	1	Custom	6x4.5-foot To-Go Sign	2013
33	1	Ice-O-Matic	BH550 Ice Bin	2015
34	1	Thermatek	TMD536 Range	2013
35	1	Manitowac	SYO424A Ice maker	2012
36	1	Ice-O-Matic	B25PP Ice Bin	2012
37	1	Sunkist	8-R Jucier	2014
38	1	Waring	WSB60 Blender	2013
39	1	Genus	Spectra Fly Lights	2016
40	1	Group	Other Supporting Equipment	


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Item #	Quantity	Type	Manufacturer	Model No.	Serial No.	Year/ Age	Condition
1	1	PA System Speaker	Yorkville	Pulse 12		2016	
1	1	PA System Mixer	Mackie	406MFR		2016	
1	2	PA System Speaker	EV	SX100		2016	
2	1	Juke box	Rowe/AMI	MM-2CD		2016	
3	35	Neons	Assorted			2016	
4	130	Chairs	Generic	Chair		2012	
5	6	Booster Chair	Generic	Booster Chair		2012	
6	16	Barstool	Generic	Barstool		2012	
7	15	Shelving	Generic	assorted brands and sizes		2012	
8	36	Condiment Holder	Custom			2012	
9	1	Reach In Refrigerator	Frigidaire	LFFH20F3QWL		2012	
10	2	Fryer	Thermatek	RFT-75		2012	
11	2	Fryer	Thermatek	GFS-90		2012	
12	1	Buffalo Chopper	Scharfen	Senator		2012	
13	1	Sink	Centaur	CRB101410-3-212		2012	
14	3	Keg Cooler	True	TDD-3		2012	
15	1	Prep Table	Metal Frio	SLC2-60		2012	
16	1	Icemaker	Scotsman	F1222A-32D		2015	
	1	Ice Bin	Ice-O-Matic	BH550		2015	
17	1	Sign	Generic	Champy's Sign		2012	
18	8	Security Camera	BV Security	RVD70B		2012	
	1	Security DVR	BV Security	DVR 1016		2012	
19	1	POS System	Attached Invoice			2012	
20	1	Bar Top	Custom			2012	
21	3	Steam Table	Volrath	1001		2015	
22	1	Hand Sink	Centaur	SSHAND		2012	
23	1	Bar Cooler	True	TSSU-60		2012	
24	6	Work Table	Seville Classics	4' x2'		2013	
25	1	Reach In Refrigerator	True	GDM-45		2013	
26	3	Outdoor Television	LG	55"		2013	
27	2	Speakers	Yamaha	AW390		2013	
28	1	Work Table	True	TBB-4		2013	
29	3	Television	LG	47"		2013	
30	1	Oil Filtration Machine	Vulcan	MF-1		2013	
31	1	Merchandise Cabinet	TRUE	GDM-49		2013	
32	1	Drive Thru Sign	Custom			2013	
33	1	Oven/Range	Thermatek	TMDS36		2013	
34	1	Icemaker	Manitowac	SYO424A		2012	
35	1	Ice Bin	Ice-O-Matic	B25PP		2012	
36	1	Juicer	Sunkist	8-R		2014	
37	1	Blender	Waring	WSB60		2013	
38	2	Fly Lights	Genus	Spectra		2016	



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Aloha TableService POS System

FIVE TERMINAL



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QTY	DESCRIPTION			
3	Radiant P-1515 Touchscreen Terminals with wall mounts	\$	1,795.00	\$ 5,385.00
2	Radiant P-1515 Touchscreen Terminals	\$	1,795.00	\$ 3,590.00
4	Radiant SRP-350+ Thermal Receipt Printer	\$	325.00	\$ 1,300.00
2	Printer wall mounts	\$	35.00	\$ 70.00
1	Radiant SRP 275 Kitchen Printer			\$ 295.00
2	Radiant 16" Cash Drawer	\$	165.00	\$ 330.00
6	Tripplite 600 va UPS Backup Power Supplies	\$	110.00	\$ 660.00
1	Smart Power- PowerConditioner-Kprinter			\$ 108.00
5	Aloha POS Tableservice POS Software License	\$	897.00	\$ 4,485.00
4+	Aloha EDC (credit card) Software License			\$ 1,080.00
1	Aloha Command Center Software			\$ 100.00
1	Aloha QuickCount Software			incl
1	8 port switch			\$ 85.00
1	Router			\$ 85.00
1	US Robitics 56k External Modem			\$ 155.00
1	Aloha File Server, Intel Pentium Dual Core, 2 GB, 320GB HD, DVD-RW, Windows 7.			\$ 895.00
1	Programming, and training (includes online support)**			\$ 750.00
1	Installation (includes overnight stay and travel)			\$ 1,750.00
1	Additional charge for part with Tech (7 X 9)			\$ 1,065.00
	TOTAL			\$ 22,188.00

CUSTOMER RESPONSIBILITY:

Cost of CAT-5 cable, terminators, connectors,
patch cables, patch panels.
Installation of network cable & wall jacks.
Proper electrical wiring.
Back office report printer.
LCD monitor of choice.
High Speed connection for credit card, etc.

WARRANTY:

One year Advanced Exchange Depot (AED)
with on-site tech support (7 X 9) on terminals,
printers, and cash drawer.
One year parts and labor depot support on Aloha
file server from All American.
**Includes 3 hours of online and phone support
with 30 minute minimum.