

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Liz Gibbons
B. E-MAIL CONTACT AT FILER (optional) lgibbons@gibbonslawllc.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Liz Gibbons Gibbons Law LLC 100 Corporate Parkway, Suite 125 Birmingham, Alabama 35242



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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 High Times Adventure Real Estate Co., L.L.C.				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 1821 Salter Road	CITY Birmingham	STATE AL	POSTAL CODE 35209	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 2500 Woodcrest Place	CITY Birmingham	STATE AL	POSTAL CODE 35209	COUNTRY USA

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

See Schedule A attached hereto for description of Collateral.

This financing statement is filed as additional collateral in connection with a Mortgage and Security Agreement being recorded simultaneously herewith, on which the appropriate mortgage tax has been paid.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: ☐ Agricultural Lien ☐ Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA: Filed in Shelby County, Alabama (SR01-01660)	

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

High Times Adventure Real Estate Co., 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

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 Exhibit A attached hereto.

17. MISCELLANEOUS:

SCHEDULE "A" TO UCC-1 FINANCING STATEMENT
(DESCRIPTION OF COLLATERAL)

(a) All of Debtor's right, title and interest in and to the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (hereinafter referred to collectively as the "Mortgaged Property"):

(i) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described on Exhibit A attached hereto and made a part hereof (the "Land");

(ii) 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, 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");

(iii) 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 Debtor; and

(iv) All 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, 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 Debtor of, in and to the same.

(b) All of Debtor's right, title and interest in and to all leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property, and each modification, extension, renewal and guarantee thereof (collectively, the "Assigned Leases"), including, without limitation, all the rents, issues, and profits now due and which may hereafter become due (collectively, the "Rents") under or by virtue of the Assigned Leases, together with all claims and rights to the

payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Section 365 of the Bankruptcy Code, 11 U.S.C. § 365 (and any successor or replacement provision), including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under the Bankruptcy Code in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief.


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EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

From an axle at the Southwest corner of Section 36, Township 20 South, Range 1 West, being the Point of Beginning of herein described parcel of land; run thence (TRUE) North 00°27'19" West for a distance of 1324.39 feet to a railroad rail accepted as the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 35, Township 20 South, Range 1 West; thence run South 87°49'54" West for a distance of 1310.53 feet to an axle accepted as the Southwest corner of said Northeast 1/4 of the Southeast 1/4; thence run North 01°05'08" West for a distance of 1291.82 feet to a railroad rail accepted as the Northwest corner of said Northeast 1/4 of the Southeast 1/4; thence run North 88°26'23" East for a distance of 1227.25 feet to a point in the center of Sumner Drive (no designated ROW), said point being on a curve concave right, having a delta angle of 14°40'13" and tangents of 74.95 feet; thence run South 75°30'50" East for a chord distance of 62.36 feet to a point at the P.T.; thence run South 72°04'50" East along said drive centerline for a distance of 37.78 feet to a point that is South 00°30'08" East 29.84 feet of a railroad rail accepted as the Northwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 36, Township 20 South, Range 1 West; thence continue South 72°04'50" East along said drive centerline for a distance of 28.91 feet to a point at the P.C. of a curve concave left, having a delta angle of 15°54'19" and tangents of 100.00 feet; thence run South 80°01'59" East along for a chord distance of 198.08 feet to a point at the P.T.; thence run South 87°59'09" East along said drive centerline for a distance of 93.36 feet to a point at the P.C. of a curve concave right, having a delta angle of 08°01'47" and tangents of 50.00 feet; thence run South 83°58'15" East for a chord distance of 99.75 feet to a point at the P.T.; thence run South 79°57'22" East along said drive centerline for a distance of 123.41 feet to a point at the P.C. of a curve concave left, having a delta angle of 31°04'42" and tangents of 75.00 feet; thence run North 84°30'17" East for a chord distance of 144.52 feet to a point at the P.C. of a curve concave left, having a delta angle of 13°53'11" and tangents of 175.80 feet; thence run North 62°01'21" East for a chord distance of 349.03 feet to a point at the P.T.; thence run North 55°04'45" East along said drive centerline for a distance of 108.98 feet to a point at the P.C. of a curve concave right, having a delta angle of 25°11'52" and tangents of 100.00 feet; thence run North 67°40'41" East for a chord distance of 195.18 feet to a point at the P.T.; thence run North 80°16'37" East along said drive centerline for a distance of 55.36 feet to a point on an accepted segment of the East boundary of the Southwest 1/4 of the Northwest 1/4 of aforementioned Section 36; thence run South 00°11'38" East for a distance of 113.79 feet to a pine knot in a rock pile accepted as the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 36, Township 20 South, Range 1 West; thence run South 01°15'24" East for a distance of 1332.86 feet to a 1/2 inch pipe accepted as the Northwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 36; thence run North 88°47'14" East for a distance of 1345.55 feet to a railroad rail accepted as the Northeast corner of said Southeast 1/4 of the Southwest 1/4; thence run South 00°11'50" East for a distance of 1336.40 feet to a railroad rail accepted as the Southeast corner of said Southeast 1/4 of the Southwest 1/4; thence run South 88°39'11" West for a distance of 1336.82 feet to a 1 inch pipe accepted as the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 36; thence run South 88°37'57" West for a distance of 1335.11 feet to the point of beginning of herein described parcel of land, situated in the Northeast 1/4 of the Southeast 1/4 of Section 35, Township 20 South, Range 1 West and the West 1/2 of the Southwest 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 36, Township 20 South, Range 1 West, Shelby County, Alabama.

30 foot non-exclusive easement for ingress and egress and existing gravel road, known as Sumner Drive (no designated ROW) Description to-wit:

From a railroad rail accepted as the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 35, Township 20 South, Range 1 West, run thence (TRUE) South 88°26'23" West along the accepted North boundary of said Northeast 1/4 of the Southeast 1/4 for a distance of 96.10 feet to the point of beginning of the centerline of a 30 foot non-exclusive easement for ingress and egress, said point being on a curve concave right, having a delta angle of 14°40'13" and tangents of 74.95 feet; thence run South 75°30'50" East for a chord distance of 62.36 feet to a point at the P.T.; thence run South 72°04'50" East along said easement centerline for a distance of 66.69 feet to a point at the P.C. of a curve concave left, having a delta angle of 15°54'19" and tangents of 100.00 feet; thence run South 80°01'59" East for a chord distance of 198.08 feet to a point at the P.T.; thence run South 87°59'09" East along said easement centerline for a distance of 93.36 feet to a point at the P.C. of a curve concave right, having a delta angle of 08°01'47" and tangents of 50.00 feet; thence run South 83°58'15" East for a chord distance of 99.75 feet to a point at the P.T.; thence run South 79°57'22" East along said easement centerline for a distance of 123.41 feet to a point at the P.C. of a curve concave left, having a delta angle of 31°04'42" and tangents of 75.00 feet; thence run North 84°30'17" East for a chord distance of 144.52 feet to a point at the P.C. of a curve concave left, having a delta angle of 13°53'11" and tangents of 175.80 feet; thence run North 62°01'21" East for a chord distance of 349.03 feet to a point at the P.T.; thence run North 55°04'45" East along said easement centerline for a distance of 108.98 feet to a point at the P.C. of a curve concave right, having a delta angle of 25°11'52" and tangents of 400.00 feet; thence run North 67°40'41" East for a chord distance of 195.18 feet to a point at the P.T.; thence run North 80°16'37" East along said easement centerline for a distance of 55.36 feet to a point of termination on an accepted segment of the East boundary of the Southwest 1/4 of the Northwest 1/4 of Section 36, Township 20 South, Range 1 West.



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