

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Paul H. Greenwood (205) 251-8100
B. E-MAIL CONTACT AT FILER (optional) pgreenwood@balch.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div>Paul H. Greenwood Balch & Bingham LLP 1901 Sixth Avenue N, Suite 1500 Birmingham, AL 35203</div>

20181101000388570 1/5 \$38.00
Shelby Cnty Judge of Probate, AL
11/01/2018 03:55:53 PM FILED/CERT

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)

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

OR	2a. ORGANIZATION'S NAME			
	2b. INDIVIDUAL'S SURNAME			
2c. MAILING ADDRESS		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
		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)

OR	3a. ORGANIZATION'S NAME CB&S Bank, Inc.			
	3b. INDIVIDUAL'S SURNAME			
3c. MAILING ADDRESS 2807 Greystone Commercial Blvd, Suite 44		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
		CITY Birmingham	STATE AL	POSTAL CODE 35242
		COUNTRY USA		

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

All that Collateral more particularly described in Exhibit A, attached hereto and made a part hereof.

4 pages attached (Addendum, plus Exhibit A and Exhibit B)

Given as additional security in connection with a \$2,050,000.00 mortgage recorded contemporaneously herewith

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/Licenser	
8. OPTIONAL FILER REFERENCE DATA: File in Shelby County, Alabama	

20181101000388570 2/5 \$38.00
Shelby Cnty Judge of Probate, AL
11/01/2018 03:55:53 PM FILED/CERT

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.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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):

Edwin B. Lumpkin, Jr.

16. Description of real estate:

Real property described on Exhibit B, attached hereto and made a part hereof

17. MISCELLANEOUS:

EXHIBIT A

Description of Collateral

- (a) All and singular tenements, hereditaments, buildings, improvements, rights-of-way, privileges, liberties, air rights, easements, Debtor's rights as declarant under any restrictive covenants, riparian rights, waters, watercourses, mineral, oil and gas rights and appurtenances thereunto belonging, or in any wise appertaining and the reversion and remainder and remainders, rents, income, issues, and profits on the real property described on **Exhibit B** (the "**Premises**"); and
- (b) All rights, title, and interests of Debtor, now owned or hereafter acquired, in and to any streets, the land lying in the bed of any streets, roads or avenues, opened or proposed, in front of, adjoining or abutting the Premises to the center line thereof, and all strips and gores within or adjoining the Premises, easements and rights-of-way, public or private, all sidewalks and alleys, now or hereafter used in connection with the Premises or abutting the Premises; and
- (c) Any and all agreements, now or hereafter in existence providing for or relating to the construction, alteration, maintenance, repair, operation, franchising, or management of the Premises or any part thereof, as well as the plans and specifications therefor, and all copies thereof (together with the right to amend or terminate the same or waive the provisions of the foregoing) and any amendments, renewals and replacements thereof; to the extent permitted by the relevant authorities, all licenses, permits, approvals and other entitlements for the ownership, construction, maintenance, operation, use and occupancy of the Premises or any part thereof and any amendments, renewals and replacements thereof; all of Debtor's rights, title, and interests in and to all warranties and guaranties from contractors, subcontractors, suppliers and manufacturers to the maximum extent permissible relating to the Premises or any part thereof; all bonds and insurance policies covering or affecting the Premises or any part thereof; and
- (d) Any and all personal property of Debtor, including the following, all whether now owned or hereafter acquired or arising and wherever located: (i) accounts; (ii) deposit accounts; (iii) equipment, including machinery, vehicles and furniture; (iv) fixtures; (v) general intangibles, of every kind and description, including payment intangibles, software, computer information, source codes, object codes, records and data, all existing and future customer lists, choses in action, claims (including claims for indemnification or breach of warranty), books, records, patents and patent applications, copyrights, trademarks, tradenames, tradestyles, trademark applications, goodwill, blueprints, drawings, designs and plans, trade secrets, contracts, licenses, license agreements, formulae, tax and any other types of refunds, returned and unearned insurance premiums, rights and claims under insurance policies; (vi) all property of Debtor now or hereafter in Secured Party's possession or in transit to or from, or under the custody or control of, Secured Party, or any affiliate thereof; (vii) all cash and cash equivalents thereof; and (viii) all cash and noncash proceeds (including insurance proceeds) of all of the foregoing property, all



20181101000388570 4/5 \$38.00
Shelby Cnty Judge of Probate, AL
11/01/2018 03:55:53 PM FILED/CERT

products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof, but excluding restaurant equipment that is not fixtures; and

- (e) Any and all awards, damages, payments and other compensation, and any and all claims therefor and rights thereto, with respect to the Premises which result or may result from any injury to or decrease in value of the Premises, whether by virtue of the exercise of the power of eminent domain or otherwise, or any damage, injury or destruction in any manner caused to the improvements thereon, or any part thereof;
- (f) 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 Premises, including any extensions, renewals, modifications or amendments thereof (collectively, the “**Leases**”) and all rents, rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a bankruptcy proceeding or in lieu of rent or rent equivalents), royalties (including all oil and gas or other mineral royalties and bonuses), income, fees, receivables, receipts, revenues, proceeds of rental and business interruption insurance, deposits (including security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Premises, including all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of the Premises, or rendering of services by Debtor or any of its agents or employees, and proceeds, if any, from business interruption or other loss of income insurance (collectively, the “**Rents**”), together with all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Obligations; and
- (g) All the estate, right, title, interest, property, possession, claim, and demand whatsoever of Debtor, as well in law as in equity, of, in and to the same and every part and parcel thereof with the appurtenances.

Record Owner of Real Property (the Premises): Edwin B. Lumpkin, Jr.



20181101000388570 5/5 \$38.00
Shelby Cnty Judge of Probate, AL
11/01/2018 03:55:53 PM FILED/CERT

EXHIBIT B

Description of Real Property

Lot 2-AA, according to the Resurvey of Lot 2-A, 2-B and 2-C of a Resurvey of Lot 2, The Narrows Commercial Subdivision, Sector 2, as recorded in Map Book 37, page 28, in the Probate Office of Shelby County, Alabama.

Together with rights obtained, which constitute an interest in real estates under that certain Reciprocal Easement Agreement by Equine Partners, LLC dated February 23, 2001 and recorded in Instrument 2001-06368, in the Probate Office of Shelby County, Alabama.

Together with non-exclusive easement to use the Common Areas as more particularly described in The Narrows Commercial Declaration of Covenants, Conditions and Restrictions recorded as Instrument 2000-17137 and First Amendment thereto recorded in Instrument 2000-41911, in the Probate Office of Shelby County, Alabama.