



20190501000145830 1/8 \$44.00
Shelby Cnty Judge of Probate, AL
05/01/2019 04:34:28 PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) James E. Vann (205) 930-5484
B. E-MAIL CONTACT AT FILER (optional) jevann@sirote.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px;">James E. Vann Sirote & Permutt, PC 2311 Highland Avenue South Birmingham, Alabama 35205</div>

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 Blackridge Partners, LLC				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 3545 Market Street - Ross Bridge	CITY Birmingham	STATE AL	POSTAL CODE 35226	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 SB Holding Corp.				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS 3545 Market Street - Ross Bridge	CITY Birmingham	STATE AL	POSTAL CODE 35226	COUNTRY USA

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:

All of the property and collateral and types of property and collateral described on Schedule A located on or relating to the real property described in Exhibit A attached hereto, whether now owned or existing or hereafter created or acquired.

Additional security for mortgage recorded at 20190501000145830

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

49210-00415 (Shelby County)

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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 ☐

OR	9a. ORGANIZATION'S NAME Blackridge Partners, LLC	
	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

OR	10a. ORGANIZATION'S NAME SB Dev. Corp.			
	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
3545 Market Street - Ross Bridge	Birmingham	AL	35226	USA

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

OR	11a. ORGANIZATION'S NAME			
	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)

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

Blackridge Partners, LLC

14. This FINANCING STATEMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing

16. Description of real estate:

See Exhibit A attached hereto and incorporated herein by reference

17. MISCELLANEOUS:
49210-415

UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS

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18. 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 ☐

18a. ORGANIZATION'S NAME

Blackridge Partners, LLC

OR

18b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 19b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

19a. ORGANIZATION'S NAME

NSH Corp.

OR

19b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

19c. MAILING ADDRESS

3545 Market Street - Ross Bridge

CITY

Birmingham

STATE

AL

POSTAL CODE

35226

COUNTRY

USA

20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

20a. ORGANIZATION'S NAME

OR

20b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

20c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME

OR

21b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

21c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

22. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a. ORGANIZATION'S NAME

OR

22b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

22c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

23. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME

OR

23b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

23c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

24. MISCELLANEOUS:

SCHEDULE A

(a) All that tract or parcel or parcels of land and estates more particularly described on Exhibit A attached hereto and made a part hereof (the "Land");

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements (except household goods of the Debtor not acquired with the proceeds of any amount secured hereby), including all extensions, additions, improvements, betterments, renewals, substitutions and replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "Improvements");

(c) All accounts (as presently or hereafter defined in the Uniform Commercial Code), general intangibles, goods, contracts and contract rights relating to the Land, Improvements, and other Mortgaged Property, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land, Improvements and other Mortgaged Property;

(d) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, subleases, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:

(i) All rents, royalties, profits, issues and revenues of the Land, Improvements, and other Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Debtor, however, so long as there is no default hereunder, the right to receive and retain the rents, issues and profits thereof; and

(ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land, Improvements, or other Mortgaged Property, or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land, Improvements, or other Mortgaged Property, or any part thereof, or to any rights or appurtenances thereto, including any award for change of grade or streets. Lender is hereby authorized on behalf of and in the name of Debtor to

execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees on any of the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

(e) Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements relating to the use, development, construction, occupancy and operation of the Land and Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing; and

(f) All proceeds and products, cash or non-cash (including, but not limited to, all insurance, contract and tort proceeds and all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the property described above) of any of the foregoing types or items of property described in subparagraphs(a), (b), (c) (d) or (e) above.



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EXHIBIT A

PARCEL 1:

Commencing at a found 3" capped pipe marking the common corner to Sections 7, 8, 17 and 18, Township 20 South, Range 3 West, and thence running along the West Section line of said Section 17, S00°01'11"W for a distance of 2352.01' to the point of beginning of the land herein described:

Thence continuing along said Section Line, S00°00'02"E for a distance of 1325.96', thence run S00°00'34"E for a distance of 1326.72' to the Section corner common to Sections 17, 18, 19 and 20, T-20-S, R-3-W, thence along the South Section Line of said Section 18, run S89°57'22"W for a distance of 1312.39', thence run S00°10'27"W for a distance of 162.26' to a point on the Easterly riverbank of the Cahaba River, thence along said Riverbank in a general southerly direction for a distance of 642' more or less, thence departing said Riverbank, run S00°10'27"W for a distance of 568.37', thence run S89°56'37"W for a distance of 1102.92' to a point on the Easterly Right-of-Way line of Shelby County Road No. 52, thence along said Right-of-Way, run N34°24'51"W for a distance of 525.53', thence along a curve to the left, with a radius of 1950.08', an arc length of 694.50', and a chord bearing and distance of N44°37'01"W 690.84', thence run N54°45'22"W for a distance of 168.11', thence along a curve to the right, with a radius of 1233.57', an arc length of 516.98', and a chord bearing and distance of N42°44'59"W 513.21', thence run N30°44'37"W for a distance of 491.04', thence departing said Right-of-Way line, run N00°26'24"W for a distance of 594.35' to a point on the centerline of Highway No. 269, thence running along said centerline in a general Easterly direction for a distance of 686.00' more or less. Thence run N89°55'50"E for a distance of 167.83', thence continuing along said centerline in a general South and Easterly direction for a distance of 825.00' more or less, thence departing said road centerline, run S30°12'02"E for a distance of 50.38', thence run S30°12'02"E for a distance of 499.78', thence run N59°48'16"E for a distance of 903.36', thence run N00°00'00"W for a distance of 161.15' to a found 3" capped pipe, thence run N00°10'30"W for a distance of 2650.30' to a found 2" capped pipe, thence run N37°55'30"E for a distance of 2453.90', thence run N65°10'47"E for a distance of 583.39' to a point on the Westerly Right-of-Way line of CSX Railroad, thence along said Right-of-Way line run S17°11'33"W for a distance of 56.61', thence run S72°48'27"E for a distance of 50.00', thence run S17°11'33"W for a distance of 179.31', thence along a curve to the left, with a radius of 2741.49', an arc length of 243.12', and a chord bearing and distance of S14°39'08"W 243.04', thence with a compound curve to the left, with a radius of 1201.00', an arc length of 379.36', and a chord bearing and distance of S03°03'45"W 377.79', thence with a reverse curve to the right, with a radius of 266.48', an arc length of 13.28', and a chord bearing and distance of S06°18'12"E 13.28', thence with a reverse curve to the left, with a radius of 1201.00', an arc length of 914.80', and a chord bearing and distance of S28°26'28"E 892.85', thence with a compound curve to the left, with a radius of 2741.53', an arc length of 243.11' and a chord bearing and distance of S52°48'10"E 243.03', thence run S34°39'24"W for a distance of 25.00', thence run S55°20'36"E for a distance of 317.11' to a point on the Westerly Riverbank of the Cahaba River, thence departing said railroad Right-of-Way line, along the Westerly Riverbank of the Cahaba River Run 1621.00' more or less, thence departing said Riverbank, run N88°43'17"W for a distance of 954.79' to the point of beginning.

Containing 335.197 acres more or less.



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PARCEL II:

Blackridge 201 Acre Parcel

A parcel of land situated in the Northeast $\frac{1}{4}$ of Section 7, the West $\frac{1}{2}$ of Section 8, the and the South $\frac{1}{2}$ of Section 5, all in Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

COMMENCE at the Southwest Corner of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama and run in an Easterly direction along the South-line of said Section for a distance of 128.27' to the point of intersection of said South-line and the Easterly right-of-way of the CSX railroad as shown on the CSX Val Map 06036, said point being the POINT OF BEGINNING; thence leaving said South-line of said Section, run along said CSX right-of-way for the following calls; thence run along a curve to the right with an arc length of 30.65', a radius of 2840.00', a chord bearing of N 27°32'09" W, and a chord length of 30.65'; thence run S 62°09'18" E for a distance of 25.00'; thence run along a curve to the right with an arc length of 94.33', a radius of 2815.00', a chord bearing of N 28°48'17" E, a chord length of 94.32'; thence run N 29°45'53" E for a distance of 1394.66'; thence leaving said right-of-way, run S 89°02'15" E for a distance of 1711.79'; thence run S 89°10'41" E for a distance of 665.94' to a point along the Westerly right-of-way of Blackridge Road as shown on the final plat of Blackridge Phase 1C, as recorded in Map Book 49, Page 62 A & B, in the Office of the Judge of Probate, Shelby County, Alabama; thence run along said right-of-way for the following calls; thence run S 28°40'42" W for a distance of 351.66'; thence run along a curve to the right with an arc length of 16.00', a radius of 975.00', a chord bearing of S 29°08'54" W, a chord length of 16.00'; thence run S 29°37'07" W for a distance of 595.91'; thence run along a curve to the left with an arc length of 30.03', a radius of 200.00', a chord bearing of S 25°19'01" W, a chord length of 30.00'; thence run S 21°00'55" W for a distance of 155.94'; thence run along a curve to the right with an arc length of 99.63', a radius of 175.00', a chord bearing of S 37°19'32" W, a chord length of 98.29'; thence run S 53°38'09" W for a distance of 99.17'; thence run along a curve to the left with an arc length of 87.15', a radius of 200.00', a chord bearing of S 41°09'06" W, a chord length of 86.47'; thence run S 28°40'04" W for a distance of 137.56'; thence run along a curve to the left with an arc length of 144.15', a radius of 200.00', a chord bearing of S 08°01'09" W, a chord length of 141.05'; thence run S 12°37'46" E for a distance of 33.17'; thence run along a curve to the right with an arc length of 85.59', a radius of 150.00', a chord bearing of S 03°43'02" W, a chord length of 84.43'; thence run S 20°03'49" W for a distance of 783.59'; thence run along a curve to the right with an arc length of 129.23', a radius of 975.00', a chord bearing of S 23°51'39" W, a chord length of 129.14'; thence run S 27°39'29" W for a distance of 508.91'; thence run along a curve to the left with an arc length of 134.47', a radius of 525.00', a chord bearing of S 20°19'13" W, a chord length of 134.10'; thence run S 12°58'57" W for a distance of 7.77'; thence run along a curve to the right with an arc length of 232.24', a radius of 475.00', a chord bearing of S 26°59'21" W, a chord length of 229.93'; thence run S 40°59'44" W for a distance of 477.56'; thence run along a curve to the left with an arc length of 209.13', a radius of 1025.00', a chord bearing of S 35°09'02" W, a chord length of 208.76'; thence run S 29°18'21" W for a distance of 562.72'; thence run along a curve to the left with an arc length of 402.21', a radius of 525.00', a chord bearing of S 07°21'30" W, a chord length of 392.44'; thence leaving said right-of-way, run S 75°24'39" W for a distance of 15.69' to the Easterly right-of-way of the previously described CSX railroad; thence run along said right-of-way for the following calls; thence run along a curve to the left with an arc length of 872.48', a radius of 1535.40', a chord

bearing of N 31°51'17" W, a chord length of 860.79'; thence run a curve to the left with an arc length of 234.91', a radius of 7010.12', a chord bearing of N 49°05'37" W, a chord length of 234.90'; thence run N 50°03'13" W for a distance of 191.76'; thence run along a curve to the right with an arc length of 222.27', a radius of 1720.47', a chord bearing of N 46°21'09" W, a chord length of 222.11'; thence run along a curve to the right with an arc length of 50.25', a radius of 1057.89', a chord bearing of N 41°17'27" W, a chord length of 50.24'; thence run along a curve to the right with an arc length of 873.35', a radius of 1057.89', a chord bearing of N 16°16'47" W, a chord length of 848.76'; thence run along a curve to the right with an arc length of 62.18', a radius of 1720.45', a chord bearing of N 08°24'22" E, a chord length of 62.18'; thence run N 80°33'30" W for a distance of 50.00'; thence run along a curve to the right with an arc length of 164.74', a radius of 1770.46', a chord bearing of N 12°06'26" E, a chord length of 164.68'; thence run N 14°46'22" E for a distance of 564.47'; thence run along a curve to the right with an arc length of 632.27', a radius of 2950.00', a chord bearing of N 20°54'46" E, a chord length of 631.07' to the POINT OF BEGINNING.

Said parcel containing 201 acres, more or less.

