

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Truist Bank 2501 20th Place South Birmingham, AL 35223

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 BMB Holdings LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 2830 Commerce Boulevard	CITY Irondale	STATE AL	POSTAL CODE 35210	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 Truist Bank				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 2501 20th Place South	CITY Birmingham	STATE AL	POSTAL CODE 35223	COUNTRY USA

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

See Attached Exhibit "A" for Legal Description and Exhibit "B" for description of collateral

This UCC-1 Financing Statement is being filed simultaneously with that certain Mortgage of Real Estate, Security Agreement and Fixture Filing dated February 26, 2021, recorded on March 3, 2021, in Instrument No. 20210303000107120, in the Probate Office of Shelby County, Alabama.



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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: 2013.103	

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 2 and the Northeast Quarter of the Northeast Quarter of Section 11, Township 19 South, Range 2 West, being more particularly described as follows:

Begin at an iron pin found locally accepted to be the Southwest corner of the Southeast Quarter of the Southeast Quarter of Section 2; thence run in a Northerly direction along the West line of said quarter-quarter section for a distance of 50.07 feet to an iron pin found; thence turn an angle to the right of 92 degrees, 25 minutes, 42 seconds and run in a Southeasterly direction for a distance of 254.05 feet to an iron pin found; thence turn an angle to the right of 50 degrees, 03 minutes, 45 seconds and run in a Southeasterly direction for a distance of 65.13 feet to an iron pin found; thence turn an angle to the left of 49 degrees, 27 minutes, 12 seconds and run in a Southeasterly direction for a distance of 8.47 feet to an iron pin found on the North right of way line of Valleydale Road also known as Shelby County 17; said point also being on a curve to the left having a radius of 1,303.78 feet and central angle of 11 degrees, 06 minutes, 10 seconds; thence turn an angle to the right to the chord of said curve of 138 degrees, 35 minutes, 05 seconds and run in a Southwesterly direction along the arc of said curve for a distance of 252.65 feet to an iron pin found on the North right of way of said Valleydale Road; thence run tangent from last stated curve in a Southwesterly direction for a distance of 158.53 feet to an iron pin found on the North right of way of said Valleydale Road; thence turn an angle to the right of 133 degrees, 55 minutes, 44 seconds and run in a Northerly direction along the West line of said Northeast Quarter of the Northeast Quarter of said Section 11 for a distance of 279.82 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

Commencing at the NW corner of the NE 1/4 of the NE 1/4 of Section 11, Township 19 South, Range 2 West, run thence South 00 degrees, 01 minutes, 45 seconds West a distance of 219.52 feet, more or less, to the Point of Beginning; to a point on a curve to the right having a radius of 1,925.00 feet, a central angle of 0 degrees, 29 minutes, 02 seconds, a curve distance of 16.26 feet, and a chord bearing North 52 degrees, 04 minutes, 44 seconds East at a distance of 16.26 feet; run thence North 61 degrees, 36 minutes, 59 seconds East a distance of 149.20 feet, more or less, run thence South 45 degrees, 34 minutes, 34 seconds West a distance of 201.80 feet, more or less, run thence North 0 degrees, 01 minutes, 45 seconds East a distance of 60.33 feet, more or less, to the Point of Beginning. A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 2 and the Northeast Quarter of the Northeast Quarter of Section 11, Township 19 South, Range 2 West, being more particularly described as follows:

Begin at an iron pin found locally accepted to be the Southwest corner of the Southeast Quarter of the Southeast Quarter of Section 2; thence run in a Northerly direction along the West line of said quarter-quarter section for a distance of 50.07 feet to an iron pin found; thence turn an angle to the right of 92 degrees, 25 minutes, 42 seconds and run in a Southeasterly direction for a distance of 254.05 feet to an iron pin found; thence turn an angle to the right of 50 degrees, 03 minutes, 45 seconds and run in a Southeasterly direction for a distance of 65.13 feet to an iron pin found; thence turn an angle to the left of 49 degrees, 27 minutes, 12 seconds and run in a Southeasterly direction for a distance of 8.47 feet to an iron pin found on the North right of way line of Valleydale Road also known as Shelby County 17; said point also being on a curve to the left having a radius of 1,303.78 feet and central angle of 11 degrees, 06 minutes, 10 seconds; thence turn an angle to the right to the chord of said curve of 138 degrees, 35 minutes, 05 seconds and run in a Southwesterly direction along the arc of said curve for a distance of 252.65 feet to an iron pin found on the North right of way of said Valleydale Road; thence run tangent from last stated curve in a Southwesterly direction for a distance of 158.53 feet to an iron pin found on the North right of way of said Valleydale Road; thence turn an angle to the right of 133 degrees, 55 minutes, 44 seconds and run in a Northerly direction along the West line of said Northeast Quarter of the Northeast Quarter of said Section 11 for a distance of 279.82 feet to the point of beginning.



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EXHIBIT "B"
TO
FINANCING STATEMENT (UCC-1)

DEBTOR/MORTGAGOR: BMB Holdings LLC

SECURED PARTY/MORTGAGEE: Truist Bank

The following (hereinafter "Mortgaged Property"):

a. The Land situated in Shelby County, Alabama and described on Exhibit "A" attached hereto and incorporated herein by this reference;


b. Together with all building, equipment, machinery, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, buildings, materials, machinery, equipment, furniture and furnishing and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and used or intended to be used in connection with or with the operation of the Mortgaged Property, and the buildings, structures or other improvements located thereon, including all extensions, additions, improvements, betterments, renewals, substitutions, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever, the same may be located;

c. 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, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Mortgaged Property, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor, 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 Mortgagor of, in and to the same, including but not limited to: i) all rents, royalties, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; and ii) all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the 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 Mortgaged Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Mortgagee is hereby authorized on behalf of and in the name of Mortgagor to execute and deliver valid acquittance for, and appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorney's 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;

d. Together with all contract and contract rights now existing or hereafter arising which are related to the operation of the property described in Exhibit "A", reserving to Borrower, however, as long as Borrower is not in default, the right to receive the benefits of such contracts and said contract rights.

e. Together with all leases, written or oral, and all agreements for use or occupancy of any portion of the Mortgaged Property with respect to which the Mortgagor is the lessor, any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Mortgaged Property (all such leases, subleases, agreements and tenancies heretofore mentioned, being hereinafter collectively referred to as the "Leases");

f. Together with any and all guaranties of the lessees' and any sublessees' performance under any of the Leases;


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**EXHIBIT "B" CONTINUED
TO
FINANCING STATEMENT (UCC-1)**

g. Together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due and to which the Mortgagor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Mortgaged Property or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenably caused by destruction or damage to the Mortgaged Property, together with any and all rights and claims of any kind that the Mortgagor may have against any such lessee under the Leases or that the Mortgagor may have against any such lessee under the Leases or against any subtenants or occupants of the Mortgaged Property (all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"); provided, however, so long as no Event of Default has occurred, the Mortgagor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof);

h. Together with any award, dividend or other payment made hereafter to the Mortgagor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. Mortgagor hereby appoints the Mortgagee as the Mortgagor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment;

i. Together with any awards hereafter made for any taking of or injury to said Mortgaged Property through eminent domain or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance at any time provided for the benefits of Mortgagee, all of which awards, damages, premiums, and payments are hereby assigned to Mortgagee and may be at time collected by it; and

j. All cash and non-cash proceeds and all products of any of the foregoing items or types of property described above, including, but not limited to, all insurance, contract and tort proceeds and claims.

k. 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, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Mortgaged Property, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether real or personal.



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