

20210312000124000
03/12/2021 09:02:25 AM
UCC1 1/6

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) Emily Bowman Bradley Arant Boult Cummings LLP 1600 Division Street, Suite 700 Nashville, Tennessee 37203

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 UAP-JAMBOREE, LLC				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 1401 Quail Street, Suite 140	CITY Newport Beach	STATE CA	POSTAL CODE 92660	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 COLUMBUS LIFE INSURANCE COMPANY				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 400 Broadway	CITY Cincinnati	STATE OH	POSTAL CODE 45202	COUNTRY USA

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

See Exhibit A and Exhibit B attached hereto and incorporated herein by reference as though copied verbatim.

Filed as additional security in connection with Mortgage recorded in Instrument 20210311000123440

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: Shelby County, Alabama				

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

UAP-JAMBOREE, LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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):

16. Description of real estate:

See Exhibit B attached hereto for legal description of the property.

17. MISCELLANEOUS:
Shelby County, Alabama

EXHIBIT A

(Collateral Description)

- (a) That certain real property described in Exhibit B attached hereto and made a part hereof (the "**Land**");
- (b) all buildings, fixtures and other improvements now or hereafter attached to or placed, erected, constructed or developed on the Land during the existence of this lien (the "**Improvements**");
- (c) all "Accounts", "Cash Proceeds", "Chattel Paper", "Collateral", "Commercial Tort Claims", "Deposit Accounts", "Documents", "Electronic Chattel Paper", "Equipment", "Fixtures", "General Intangibles", "Goods", "Instruments", "Inventory", "Investment Property", "Letter of Credit Rights", "Money", "Noncash Proceeds", "Payment Intangibles", "Proceeds", "Software", "Support Obligations" and "Tangible Chattel Paper" as such terms are defined in the Uniform Commercial Code as adopted in the state where the Land is located (the "**UCC**"), whatsoever now or hereafter delivered to, attached to, installed in or used in or about the Improvements or which are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which is or may be used in the development of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same shall be attached to the Land or the Improvements (collectively, the "**Personal Property**");
- (d) all water and water rights, all timber, crops and mineral interests pertaining to the Land;
- (e) all leases, rents, issues, profits, revenues, royalties, bonuses or other benefits of the Land, the Improvements or the Personal Property, including, without limitation, cash or securities deposited pursuant to leases of all or any part of the Land, the Improvements or the Personal Property to secure performance by the lessees of their obligations thereunder;
- (f) all proceeds (including premium refunds) of each policy of insurance relating to the Land, the Improvements or the Personal Property;
- (g) without limitation, all proceeds from the taking of any of the Land, the Improvements, the Personal Property or any part thereof, or any interest or right or estate appurtenant thereto, by right of eminent domain or by purchase in lieu thereof;
- (h) without limitation, all of Debtor's right, title and interest (but not its obligations) in, under and to any and all contracts (including, without limitation, all construction contracts, development agreements, agreements of purchase and sale, engineering contracts, management agreements or other contracts relating to use, management or operation, consulting agreements, architectural agreements and all other contracts or agreements, whether relating to the construction of Improvements or otherwise) now or hereafter affecting or relating to all or any portion of the Land, the Improvements or the Personal Property;

- (i) without limitation, all deposits, bank accounts, funds, instruments, notes or chattel paper arising from or related to the Land, the Improvements or the Personal Property;
- (j) without limitation, all permits, licenses, franchises, certificates and other rights and privileges obtained in connection with the Land, the Improvements or the Personal Property;
- (k) all "As-Extracted Collateral" (as such term is defined in the UCC), including timber and oil, gas and other hydrocarbons and other minerals produced from or allocated to the Land or the Improvements, and all products processed or obtained therefrom;
- (l) all easements and rights-of-way used in connection with the Land or the Improvements or as a means of ingress to or egress from said Land or the Improvements;
- (m) all right, title and interest of Debtor in and to all streets, roads, ways, alleys, public places, easements and rights-of-way, existing or proposed, public or private, adjacent to or used in connection with, belonging or pertaining to the Land or any part thereof;
- (n) all proceeds from the sale, lease or other disposition of all or any portion of the Land, the Improvements or the Personal Property;
- (o) all rights, estates, powers, privileges, hereditaments and interests of whatever kind or character appurtenant or incident to the foregoing and all other interests of every kind and character that Debtor now has or at any time hereafter acquires in and to the Land, the Improvements and the Personal Property, and all property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Debtor with respect to such property;
- (p) all interest-rate swap agreements, if any, entered into by Debtor in connection with the Loan;
- (q) all products and proceeds of any of the foregoing.

The foregoing items (a) through (s) are collectively referred to herein as the "**Mortgaged Property**".

As used in item (s) above, the term "proceeds" shall have the meaning assigned to it under the UCC and, to the extent not otherwise included, shall include, but not be limited to, (i) any and all proceeds of any insurance, causes and rights of action, settlements thereof, judicial and arbitration judgments and awards, and indemnity, warranty or guaranty payments payable to Debtor from time to time with respect to any of the Mortgaged Property, (ii) all claims of Debtor for losses or damages arising out of or related to or for any breach of any agreements, covenants, representations or warranties or any default under any of the Mortgaged Property (without limiting any direct or independent rights of Debtor with respect to the Mortgaged Property), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Mortgaged Property. If the estate of Debtor in any of the Mortgaged Property is a leasehold estate, this conveyance shall include, and the lien and security interest created hereby shall encumber, all additional title, estate, interest and other rights that may hereafter be acquired by Debtor in the property demised under the leasehold estate.

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All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in that certain Mortgage, Security Agreement, Assignment of Rents and Leases, and Fixture filing dated March 10, 2021, given by Debtor to Secured Party.

EXHIBIT B

(Legal Description of the Property)

The Land referred to herein below is situated in the County of Shelby, State of Alabama, and is described as follows:

FEE SIMPLE PARCEL:

Lot 8, according to the Survey of Tattersall Park Resurvey No. 3, as recorded in Map Book 49, pages 81A and 81B, in the Probate Office of Shelby County, Alabama.

EASEMENT PARCEL #1:

TOGETHER WITH easements for access, drainage, utilities, and signage established by that certain Restrictive Use and Reciprocal Easement Agreement between EBSCO Industries, Inc., and Greystone Way, LLC, recorded in Instrument 20181102000389880, as amended by First Amendment to Restrictive Use and Reciprocal Easement Agreement recorded in Instrument 20200224000072060, in the Probate Office of Shelby County, Alabama.

EASEMENT PARCEL #2:

TOGETHER WITH Common Driveway Easement and Temporary Construction Easement as set out in Access Agreement by and between EBSCO Industries, Inc. and Greystone Way, LLC recorded in Instrument 20181102000389890, in the Probate Office of Shelby County, Alabama.

For informational purposes: Property is part of Parcel ID Number 03-9-32-0-001-006.015



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/12/2021 09:02:25 AM
\$47.00 CHERRY
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Alexis S. Bayl