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UCC1 1/8

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>James Webb 205-521-8000</b>
B. E-MAIL CONTACT AT FILER (optional) <b>jwebb@bradley.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px;"><b>James L. Webb Bradley Arant Boulton Cummings LLP 1819 Fifth Avenue North One Federal Place Birmingham, Alabama 35203-2104</b></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 <b>HCI OAK MOUNTAIN, LLC</b>				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS <b>3075 Healthy Way</b>	CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>35243</b>	COUNTRY <b>USA</b>

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 <b>IBERIABANK, a division of First Horizon Bank</b>				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS <b>2340 Woodcrest Place</b>	CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>35209</b>	COUNTRY <b>USA</b>

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

See Schedule I attached hereto and made a part hereof for a description of the property covered hereby, some of which may be or may become fixtures on the Real Estate described on Exhibit A attached hereto, of which the Debtor is the record owner.

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: <b>202102-401030 filed with the Judge of Probate of Shelby County, AL</b>	

**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

**HCI OAK MOUNTAIN, 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 A attached hereto and made a part hereof.**

17. MISCELLANEOUS:

**SCHEDULE I  
TO  
UCC FINANCING STATEMENT**

**DEBTOR:** HCI OAK MOUNTAIN, LLC, an Alabama limited liability company

**SECURED PARTY:** IBERIABANK, a division of First Horizon Bank, a Tennessee state-chartered bank

- A. The real estate described on Exhibit A attached hereto and made a part hereof (the "Real Estate") and all improvements, structures, buildings, appurtenances, and fixtures now or hereafter situated thereon (the "Improvements").
- B. all (i) streets, roads, alleys, permits, easements, licenses, rights-of-way, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining to the Real Estate or the Improvements; (ii) strips or gores between the Real Estate and abutting or adjacent properties; (iii) options to purchase the Real Estate or the Improvements or any portion thereof or interest herein, and any greater estate in the Real Estate or Improvements; (iv) water, water rights (whether riparian, appropriative or otherwise and whether or not appurtenant) and water stock, timber, crops and mineral interests on or pertaining to the Real Estate; (v) development rights and credits and air rights and (vi) other contracts, privileges, immunities, tenements and hereditaments now or hereafter pertaining to or affecting the Real Estate or the Improvements.
- C.
  - (i) All leases, written or oral, and all agreements for use or occupancy of any portion of the Real Estate or the Improvements with respect to which the Debtor 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 Real Estate or the Improvements (all such leases, subleases, agreements and tenancies heretofore mentioned, being hereinafter collectively referred to as the "Leases");
  - (ii) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;
  - (iii) 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 or to which the Debtor 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 Real Estate or any of the Improvements, 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 untenability caused by destruction or damage to the Real Estate or the Improvements, together with any and all rights and claims of any kind that the Debtor may have against any such lessee under the Leases or against any subtenants or occupants of the Real Estate or any of the Improvements, 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 Debtor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof); and

(iv) any award, dividend or other payment made hereafter to the Debtor 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. The Debtor hereby appoints the Secured Party as the Debtor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment.

- D. All building and construction materials and supplies, inventory, equipment, fixtures, systems, machinery, furniture, furnishings, goods, tools, apparatus and fittings of every kind or character, tangible and intangible (including software embedded therein), now owned or hereafter acquired by the Debtor for the purpose of, or used or useful in connection with, the complete and proper planning, development, use, occupancy or operation of the Real Estate and Improvements, or acquired (whether delivered to the Real Estate or elsewhere) for use or installation in or on the Real Estate or the Improvements, wherever the same may be located, which are now or hereafter attached to or situated in, on or about the Real Estate and the Improvements, including, without limitation, all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, nails, wires, wiring, engines, boilers, furnaces, tanks, motors, generators, switchboards, elevators, escalators, plumbing, plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, stoves, refrigerators, dishwashers, hot water heaters, garbage disposers, trash compactors, other appliances, carpets, rugs, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, and all other building and construction materials and supplies, equipment and fixtures of every kind and character used or useful in connection with the Improvements, and all renewals and replacements of, substitutions for and additions to any of the foregoing.
- E. All (i) plans and specifications for the Improvements, (ii) the Debtor's rights, but not liability for any breach by the Debtor, under all commitments (including any commitments for financing to pay any of the Debt), insurance policies (or additional or supplemental coverage related thereto, including from an insurance provider meeting the requirements of the Loan Documents or from or through any state or federal government-sponsored program or entity), interest rate protection agreements, contracts and agreements for the design, construction, renovation,

operation or inspection of the Improvements and other contracts and general intangibles (including payment intangibles and any trademarks, trade names, goodwill, software and symbols) related to the Real Estate or the Improvements or Personal Property (hereafter defined) or the operation thereof, (iii) deposits and deposit accounts arising from or relating to any transactions related to the Real Estate or the Improvements or Personal Property (including the Debtor's right in tenants' security deposits, deposits with respect to utility services to the Real Estate, and any deposits, deposit accounts or reserves hereunder or under any other Loan Document (as defined in the Loan Agreement) for taxes, insurance or otherwise), (iv) rebates or refunds of impact fees or other taxes, assessments or charges, money, accounts (whether tangible or electronic) arising from or by virtue of any transactions related to the Real Estate or Improvements, (v) permits, licenses, franchises, certificates, development rights, commitments and rights for utilities, and other rights and privileges obtained in connection with the Real Estate and Improvements, (vi) as-extracted collateral produced from or allocated to the Real Estate, including oil, gas and other hydrocarbons and other minerals and all products processed or obtained therefrom and the proceeds thereof, and (vii) engineering, accounting, title, legal and other technical or business data concerning the Real Estate and Improvements, including software, which are in the possession of the Debtor or in which the Debtor can otherwise grant a security interest.

- F. All (i) accounts and proceeds (whether cash or non-cash and including payment intangibles), of or arising from the properties, rights, titles and interests referred to hereinabove, including the proceeds of any sale, lease or other disposition thereof, proceeds of each policy of insurance, present and future (or additional or supplemental coverage related thereto, including from an insurance provider meeting the requirements of the Loan Documents or from or through any state or federal government-sponsored program or entity), payable because of a loss sustained to all or part of the Real Estate or Improvements (including premium refunds), proceeds of the taking thereof or of any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, by condemnation, eminent domain or transfer in lieu thereof for public or quasi-public use under any law, proceeds arising out of any damage thereto, including any and all commercial tort claims, (ii) letter-of-credit rights (whether or not the letter of credit is evidenced by writing) the Debtor now has or hereafter acquires relating to the properties, rights, title and interests referred to herein, (iii) commercial tort claims the Debtor now has or hereafter acquires relating to the properties, rights, title and interests referred to herein, and (iv) other interests of every kind and character which the Debtor now has or hereafter acquires in, or for the benefit of the properties, rights, titles and interests referred to hereinabove and all property used or useful in connection therewith, including rights of ingress and egress and remainders, reversions and reversionary rights or interests.
- G. Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to the Secured Party, or in which the Secured Party is

granted a security interest, as and for additional security hereunder by the Debtor, or by anyone on behalf of, or with the written consent of, the Debtor.

- H. All proceeds and products of, additions and accretions to, substitutions and replacements for, and changes in any of the property referred to in Granting Clauses A through G hereinabove.



**EXHIBIT A**

[Legal Description]

**Tract I (Parcel C)**

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH 00 DEGREES 17 MINUTES 39 SECONDS EAST ALONG THE WEST LINE OF SAID QUARTER- QUARTER SECTION FOR 347.77 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF AMPHITHEATER ROAD; THENCE RUN NORTH 52 DEGREES 06 MINUTES 49 SECONDS EAST ALONG SAID ROAD RIGHT OF WAY FOR 32.66 FEET TO THE POINT OF BEGINNING; THENCE RUN ALONG SAID ROAD RIGHT OF WAY THE FOLLOWING DESCRIBED COURSES; THENCE RUN THENCE RUN NORTH 52 DEGREES 06 MINUTES 49 SECONDS EAST FOR 30.51 FEET ; THENCE RUN NORTH 70 DEGREES 22 MINUTES 51 SECONDS EAST FOR 124.33 FEET TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 545.25 FEET, A CHORD BEARING OF NORTH 80 DEGREES 46 MINUTES 32 SECONDS EAST, AND A CHORD LENGTH OF 196.68 FEET; THENCE RUN ALONG SAID ARC FOR 197.76 FEET ; THENCE RUN SOUTH 88 DEGREES 50 MINUTES 10 SECONDS EAST FOR 187.88 FEET TO A CURVE TO THE LEFT, HAVING A RADIUS OF 527.00 FEET, A CHORD BEARING OF NORTH 67 DEGREES 53 MINUTES 31 SECONDS EAST, AND A CHORD LENGTH OF 416.43 FEET; THENCE RUN ALONG SAID ARC FOR 428.10 FEET; THENCE LEAVING SAID ROAD RIGHT OF WAY RUN SOUTH 38 DEGREES 24 MINUTES 26 SECONDS EAST FOR 645.04 FEET; THENCE RUN NORTH 88 DEGREES 51 MINUTES 49 SECONDS WEST FOR 438.62 FEET; THENCE RUN SOUTH 01 DEGREES 09 MINUTES 59 SECONDS WEST FOR 276.12 FEET ; THENCE RUN NORTH 88 DEGREES 50 MINUTES 02 SECONDS WEST FOR 276.10 FEET ;THENCE RUN NORTH 87 DEGREES 36 MINUTES 23 SECONDS WEST FOR 284.92 FEET ; THENCE RUN SOUTH 61 DEGREES 13 MINUTES 14 SECONDS WEST FOR 156.71 FEET ; THENCE RUN SOUTH 38 DEGREES 33 MINUTES 15 SECONDS WEST FOR 720.30 FEET ;THENCE RUN NORTH 37 DEGREES 27 MINUTES 55 SECONDS WEST FOR 396.75 FEET ;THENCE RUN NORTH 37 DEGREES 09 MINUTES 44 SECONDS WEST FOR 274.12 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF AMPHITHEATER; THENCE RUN ALONG SAID ROAD RIGHT OF WAY THE FOLLOWING DESCRIBED COURSES NORTH 52 DEGREES 50 MINUTES 22 SECONDS EAST FOR 537.89 FEET; THENCE RUN NORTH 33 DEGREES 24 MINUTES 36 SECONDS EAST FOR 130.73 FEET; THENCE LEAVING SAID ROAD RIGHT OF WAY RUN SOUTH 57 DEGREES 14 MINUTES 56 SECONDS EAST FOR 164.46 FEET ; THENCE RUN NORTH 61 DEGREES 21 MINUTES 53 SECONDS EAST FOR 180.40 FEET; THENCE RUN NORTH 30 DEGREES 35 MINUTES 49 SECONDS WEST FOR 214.06 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 1,048,871.28 SQ. FT. OR 24.08 ACRES MORE OR LESS.

**Tract II (Parcel A)**

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH 00 DEGREES 17 MINUTES 39 SECONDS EAST ALONG THE WEST LINE OF SAID QUARTER- QUARTER SECTION FOR 347.77 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF AMPHITHEATER ROAD AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN ALONG SAID ROAD RIGHT OF WAY THE FOLLOWING DESCRIBED COURSES; SOUTH 52 DEGREES 06 MINUTES 49 SECONDS WEST FOR 56.06 FEET TO A CURVE TO THE LEFT, HAVING A RADIUS OF 533.32 FEET, A CHORD BEARING OF SOUTH 42 DEGREES 45 MINUTES 42 SECONDS WEST, AND A CHORD LENGTH OF 173.33 FEET; THENCE RUN ALONG SAID ARC FOR 174.10 FEET; THENCE LEAVING SAID ROAD RIGHT OF WAY RUN SOUTH 57 DEGREES 14 MINUTES 52 SECONDS EAST FOR 164.46 FEET; THENCE RUN NORTH 61 DEGREES 21 MINUTES 53 SECONDS EAST FOR 180.40 FEET; THENCE RUN NORTH 30 DEGREES 35 MINUTES 49 SECONDS WEST FOR 214.06 FEET TO A POINT ON THE SOUTHERLY RIGHT OF

WAY LINE OF AMPHITHEATER ROAD; THENCE RUN SOUTH 52 DEGREES 06 MINUTES 49 SECONDS WEST ALONG SAID ROAD RIGHT OF WAY FOR 32.60 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 42,284.24 SQ. FT. OR 0.97 ACRES MORE OR LESS.

**LESS AND EXCEPT: (Right of Way)**

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH 00 DEGREES 17 MINUTES 39 SECONDS EAST ALONG THE WEST LINE OF SAID QUARTER- QUARTER SECTION FOR 347.77 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF AMPHITHEATER ROAD AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN SOUTH 00 DEGREES 17 MINUTES 39 SECONDS EAST FOR 93.16 FEET; THENCE RUN SOUTH 52 DEGREES 50 MINUTES 22 SECONDS WEST FOR 154.91 FEET; THENCE RUN NORTH 57 DEGREES 14 MINUTES 56 SECONDS WEST FOR 46.30 FEET TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 533.32 FEET, A CHORD BEARING OF NORTH 42 DEGREES 45 MINUTES 42 SECONDS EAST, AND A CHORD LENGTH OF 173.33 FEET; THENCE RUN ALONG SAID ARC FOR 174.10 FEET; THENCE RUN NORTH 52 DEGREES 06 MINUTES 49 SECONDS EAST FOR 56.06 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 12,558.7 SQ. FT. OR 0.29



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
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*Allen S. Bayl*