

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Michael B. Odom (205) 716-5258

B. E-MAIL CONTACT AT FILER (optional)
modom@meglinchey.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Phelps Dunbar
2001 Park Place North
Suite 700
Birmingham, AL 35203

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
Goodfellas Holdings, LLC

OR

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

1c. MAILING ADDRESS
10450 Old Highway 280

CITY
Westover

STATE
AL

POSTAL CODE
35147

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
SouthPoint Bank

OR

3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

3c. MAILING ADDRESS
3501 Grandview Parkway

CITY
Birmingham

STATE
AL

POSTAL CODE
35243

COUNTRY
USA

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

See Attached Schedule I

Additional Security for that certain Mortgage recorded simultaneously herewith.

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:

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 <input type="checkbox"/>					
OR	9a. ORGANIZATION'S NAME Goodfellas Holdings, LLC				
	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 <u>one</u> 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				
	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. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S NAME <u>or</u> <input type="checkbox"/> ASSIGNOR SECURED PARTY'S NAME: Provide only <u>one</u> 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
12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):					

13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)	14. This FINANCING STATEMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> 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 attached Exhibit A
17. MISCELLANEOUS:	

Schedule I

(A) The land described in Exhibit A attached hereto and made a part hereof (the "Land") as well as all development rights, air rights, water, water rights and water stock relating to the Land, and all estates, rights, titles, interest, privileges, liberties, tenements, hereditaments and appurtenances whatsoever in any way belonging, relating or appertaining to any of the Land, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law and in equity of Mortgagor of, in and to the same, including but not limited to the other rights herein enumerated.

(B) All present and future structures, buildings, improvements and appurtenances of any kind now or hereafter situated on the Land (herein called the "Improvements") and all fixtures, fittings, apparatus, equipment and appliances of every kind and character now or hereafter attached or appertaining to the Improvements and all extensions, additions, improvements, betterments, renewals, substitutions, accessions, attachments and replacements to any of the foregoing, including, without limitation, all plumbing fixtures, ornamental and decorative fixtures, elevators, gas, steam, electric, solar and other heating, lighting, ventilating, air conditioning, refrigerating, cooking and washing equipment and appliances and sprinkling, smoke, fire and intrusion detection devices, it being intended and agreed that all such items will be conclusively considered to be a part of the real property conveyed by this Mortgage, whether or not attached or affixed to the Land.

(C) All appurtenances to the Land and all rights of Mortgagor in and to any streets, roads, public places, easements or rights of way relating to the Land.

(D) All the Rents, revenues, receipts, royalties, issues, income and profits of the Land and the Improvements and all rights of Mortgagor under all present and future Leases and subleases affecting the Land and the Improvements.

(E) All proceeds and claims arising on account of any damage to or taking of the Land or any Improvements thereon or any part thereof and all causes of action and recoveries for any loss or diminution in the value of the Land or any Improvements.

(F) All building materials, equipment, fixtures, fittings and appliances of every kind and character now owned or hereafter acquired by Mortgagor for the purpose of being solely used in connection with the operation of the Improvements as a building as distinct from any business conducted within the Improvements or on the Land, whether such building materials, equipment, fixtures, fittings and appliances are actually located on or adjacent to the Land and whether in storage or otherwise, wheresoever the same may be located, including, without limitation, all lumber and lumber products, bricks, building stones and blocks, sand, cement, roofing and flooring material, paint, doors, windows, hardware, nails, insulations, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures and all gas, steam, electric, solar and other heating, lighting, ventilating, air conditioning, refrigerating, cooking and washing equipment and appliances; and

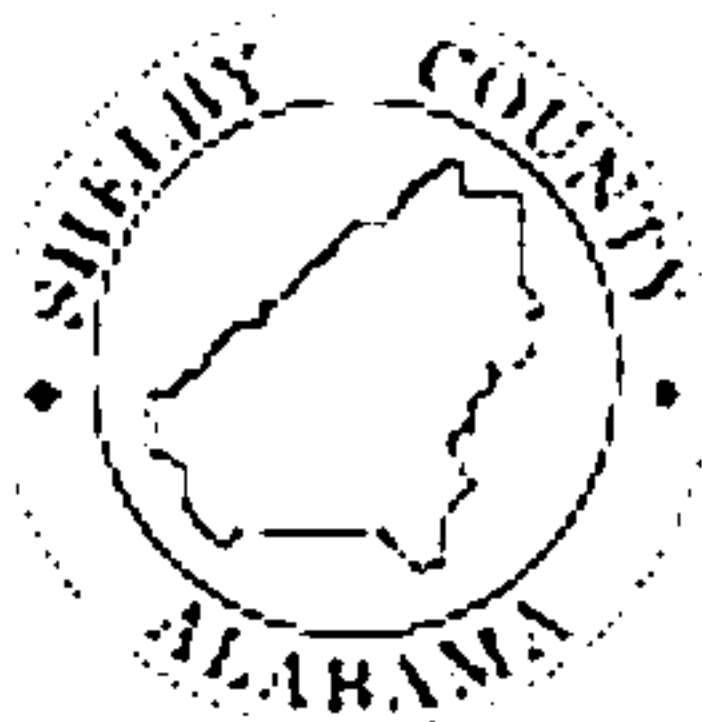
(G) All general intangibles relating to the development or use of the Land, including, without limitation, all water and sewer allocations, all licenses, all

governmental permits relating to construction on the Land, all names under or by which the Land or any Improvements on the Land may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks and goodwill in any way relating to the Land.

EXHIBIT A

Description of Real Property

Commence at the NE corner of the SW 1/4 of the NE 1/4 of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama; run thence West along the North boundary of said SW 1/4-NE 1/4 for a distance of 441.50 feet to a 1" pipe being the Point of Beginning of herein described parcel of land; thence continue along said course for a distance of 311.83 feet to a 1/2" rebar; thence turn 103°23'29" left and run a distance of 323.07 feet to a 1/2" rebar on the Northerly boundary of County Highway #280 (80" R.O.W.); thence turn 94°45'16" left and run a distance of 257.69 feet along said highway boundary to a drill bit; thence turn 73°46'45" left and run a distance of 234.16 feet to the Point of Beginning of herein described parcel of land.



PD.39725239.1

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/13/2022 10:02:51 AM
\$45.00 JOANN
20220913000355070

Allen S. Bayl