

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)
Martin G. Woosley 205-769-6414
B. E-MAIL CONTACT AT SUBMITTER (optional)
martin@woosleyfirm.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
THE WOOSLEY FIRM, LLC 2100 SOUTHBRIDGE PARKWAY, STE 650 BIRMINGHAM, AL 35209
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

Print

Reset

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				
API HIGHWAY 31 RETAIL, LLC				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2000 Lay Dam Road		Clanton	AL	35045
				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				
PROTECTIVE LIFE INSURANCE COMPANY				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2801 HIGHWAY 280 SOUTH		BIRMINGHAM	AL	35223
				COUNTRY
				USA

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

ALL OF THE EQUIPMENT, FIXTURES, CONTRACT RIGHTS, GENERAL INTANGIBLES AND TANGIBLE PERSONAL PROPERTY OF EVERY NATURE NOW OWNED OR HEREAFTER ACQUIRED BY DEBTOR, ALL ADDITIONS, REPLACEMENTS, AND PROCEEDS THEREOF AND ALL OTHER PROPERTY SET FORTH IN SCHEDULE A ATTACHED HERETO LOCATED ON THE REAL PROPERTY DESCRIBED IN EXHIBIT A ATTACHED HERETO.

FILED AS ADDITIONAL SECURITY FOR MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING IN THE AMOUNT OF \$19,720,000 EXECUTED BY DEBTOR IN FAVOR OF SECURED PARTY AND FILED SIMULTANEOUSLY HEREWITH.

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 <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Licensee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	
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: Shoppes at District 31/Fixture Filing	

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"/>	
9a. ORGANIZATION'S NAME API HIGHWAY 31 RETAIL, 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.					
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 or <input type="checkbox"/> 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

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: PROPERTY DESCRIBED IN EXHIBIT A

17. MISCELLANEOUS:

SCHEDULE A

All interest of Debtor, whether now owned or hereafter acquired, in the rights, interests and personal property (collectively referred to as the "personal property") of any kind or nature whatsoever, whether tangible or intangible, whether or not any of such personal property is now or becomes a "fixture" or attached to the real estate described in Exhibit A, which is used or will be used in the construction of, or is or will be placed upon, or is derived from or used in connection with, the maintenance, use, occupancy or enjoyment of the said real estate and any improvements located thereon, including, without limitation, all accounts, documents, instruments, chattel paper, equipment, general intangibles, inventory, all plans and specifications, contracts and subcontracts for the construction, reconstruction or repair of the improvements located on said real estate, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, rents, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit, policies and proceeds of insurance, any award of payment or compensation payable on account of any condemnation or other taking for public or private use of the said real estate or any improvements located thereon, motor vehicles and aircraft, together with all present and future attachments, accretions, accessions, replacements and additions thereto and products and proceeds thereof.

All leases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to all or any portion of the said real estate, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, and all rents, royalties, issues, profits, revenue, income and other benefits of the said real estate and improvements thereon arising from the use or enjoyment thereof or from any leases, including, without limitation, cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether said cash or securities are to be held until the expiration of the terms of the said leases or applied to one or more of the installments of rent coming due.

All profits and sales proceeds, including, without limitation, earnest money and other deposits, now or hereafter becoming due by virtue of any contract or contracts for the sale of any interest of Debtor in the said real estate or improvements located thereon; and

All property in which a security interest may be created pursuant to the Uniform Commercial Code (or any similar laws) of the state in which the real estate described in Exhibit A is located, including (*inter alia*) all *fructus naturales*, *fructus civiles*, and *fructus industriales*.

Without limiting the foregoing, all fixtures, machinery, equipment, office equipment and machines, inventory, farm products, vehicles and conveyances (including, without limitation, tractors, mowers, sweepers, snow removers, and other similar equipment), construction materials, building supplies, and articles of personal property (whether or not actually located on the real estate); including, but not limited to: heating, ventilating, humidifying and dehumidifying, air conditioning, laundry (including, without limitation, washers and dryers), incinerating, safety, power, plumbing, cleaning, fire prevention and fire extinguishing, and communications supplies, equipment, systems, and apparatus, lamps, chandeliers, and other lighting equipment and fixtures, vacuum cleaning systems, furnaces, boilers, radiators, piping, and coal stokers, plumbing and bathroom fixtures, sprinkler and alarm systems, washtubs, tanks, sinks, gas and electric fixtures, awnings, screens, window shades, storm doors and windows, ducts and compressors, rugs, carpet and other floor coverings, shades and draperies, partitions, elevators, escalators, pumps, motors, engines, conduits, dynamos, refrigerators, stoves, ranges, freezers, incinerators, kitchen equipment and appliances, and all other appliances and fittings, cabinets, shelving and lockers, plants, shrubbery and all landscaping and planting materials, and indoor and outdoor furniture and furnishings; all logos, trademarks, trade names, service marks, good will, and similar property; all books and records, statements of account, operating statements, periodic reports, balance sheets, profit and loss statements, financial statements, checkbooks, deposit receipts, and all other business and financial records and statements of all kinds; all computer time, computer runs, computer software and services, computer programs, computer apparatus and computer hardware; all televisions, radios, receivers, recorders, cables, lines, apparatus and equipment of all kinds.

All personalty and other property described in the mortgage and security agreement or deed of trust and security agreement or deed to secure debt and security agreement executed by the Debtor in favor of or for the benefit of Secured Party, including, without limitation, all sums payable to Borrower under and pursuant to that certain Development Agreement (The Shoppes at District 31) with the City of Alabaster, Alabama dated June 11, 2024, as amended by First Amendment (The Shoppes at District 31) dated September 9, 2024, as the same may be further amended and modified.

All proceeds (including claims thereto or demands therefor) of the conversion, voluntary or involuntary, permitted or otherwise, of any of the foregoing into cash or liquidated claims.

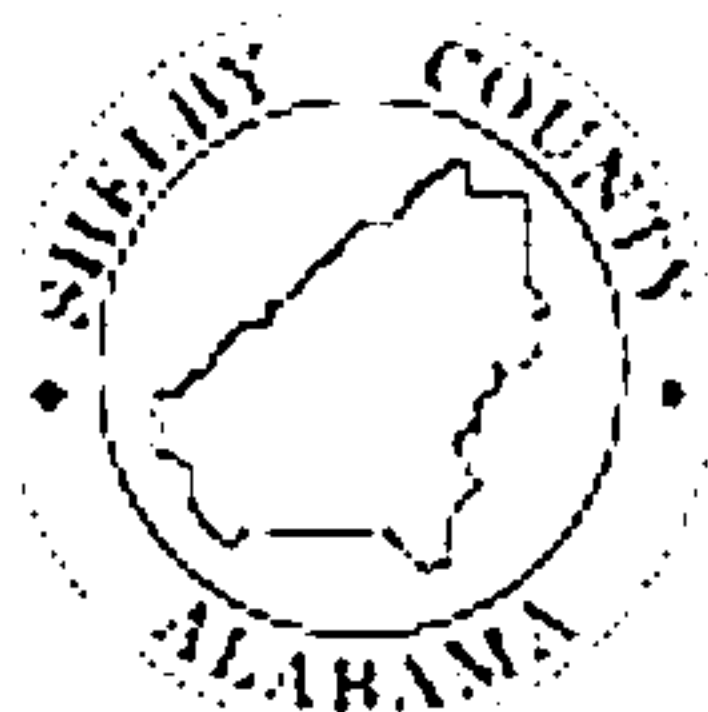
EXHIBIT "A"
LEGAL DESCRIPTION

SHOPPES TRACT

A PART OF LOT 1, ACCORDING TO THE SURVEY OF THE SHOPPES AT DISTRICT 31, AS RECORDED IN MAP BOOK 60, PAGE 6, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, SAID TRACT BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 3 WEST SHELBY COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE, 3 WEST, SHELBY COUNTY, ALABAMA THENCE RUN SOUTH 00 DEGREES 25 MINUTES 28 SECONDS EAST ALONG THE EAST LINE OF SAID QUARTER-QUARTER SECTION FOR 902.34 FEET; THENCE RUN NORTH 89 DEGREES 27 MINUTES 15 SECONDS EAST FOR 258.67 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE I-65; THENCE RUN ALONG SAID RIGHT OF WAY LINE THE FOLLOWING COURSES SOUTH 28°29'34" WEST FOR 314.30 FEET; RUN NORTH 79°34'07" WEST FOR 108.34 FEET; SOUTH 29 DEGREES 14 MINUTES 19 SECONDS WEST FOR 926.07 FEET; SOUTH 28 DEGREES 45 MINUTES 12 SECONDS WEST FOR 35.84 FEET; SOUTH 27 DEGREES 34 MINUTES 24 SECONDS WEST FOR 180.69 FEET; SOUTH 41 DEGREES 04 MINUTES 36 SECONDS WEST FOR 482.40 FEET; SOUTH 48 DEGREES 26 MINUTES 07 SECONDS WEST FOR 63.65 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE RUN NORTH 00 DEGREES 14 MINUTES 19 SECONDS WEST FOR 99.26 FEET; THENCE RUN NORTH 88 DEGREES 16 MINUTES 27 SECONDS WEST FOR 419.69 FEET; THENCE RUN NORTH 00 DEGREES 10 MINUTES 01 SECONDS WEST FOR 180.50 FEET; THENCE RUN NORTH 88 DEGREES 27 MINUTES 27 SECONDS WEST FOR 458.52 FEET, TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HWY 31; THENCE RUN NORTH 45°02'41" WEST ALONG SAID RIGHT OF WAY LINE FOR 194.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 45° 02'41" WEST ALONG SAID RIGHT OF WAY LINE FOR 373.11; THENCE RUN NORTH 44°22'35" WEST ALONG SAID RIGHT OF WAY LINE FOR 390.77 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE RUN NORTH 01°14'57" EAST FOR 108.40 FEET; THENCE RUN SOUTH 88°45'03" EAST FOR 80.25 FEET; THENCE RUN SOUTH 79°00'15" EAST FOR 40.87 FEET; THENCE RUN NORTH 90°00'00" EAST FOR 28.63 FEET; THENCE RUN NORTH 00°00'00" WEST FOR 6.30 FEET; THENCE RUN SOUTH 88°45'03" EAST FOR 121.25 FEET; THENCE RUN SOUTH 00°15'49" EAST FOR 151.41 FEET; THENCE RUN NORTH 89°52'13" EAST FOR 73.26 FEET; THENCE RUN NORTH 44°39'01" EAST FOR 79.69 FEET; THENCE RUN SOUTH 45°20'59" EAST FOR 483.10 FEET; THENCE RUN SOUTH 44°39'01" WEST FOR 296.99 FEET TO THE POINT OF BEGINNING.
ACCORDING TO THE SURVEY OF JEFF D. ARRINGTON, PLS #18664, DATED February 7, 2025, last revised February 14, 2025.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/03/2025 02:53:24 PM
\$43.00 JOANN
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Allen S. Bayl