

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



20251016000318420 1/4 \$43.00
Shelby Cnty Judge of Probate, AL
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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	HIGHWAY 11/31 LLC			
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2801 Highway 280 South, Suite 345	Birmingham	AL	35223	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	COUNTRY
2801 HIGHWAY 280 SOUTH	BIRMINGHAM	AL	35223	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 AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING IN THE AMOUNT OF \$36,000,000.00 EXECUTED BY DEBTOR IN FAVOR OF SECURED PARTY AND FILED 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

☐ Agricultural Lien

☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):

☐ Lessee/Lessor

☐ Consignee/Consignor

☐ Seller/Buyer

☐ Bailee/Bailor

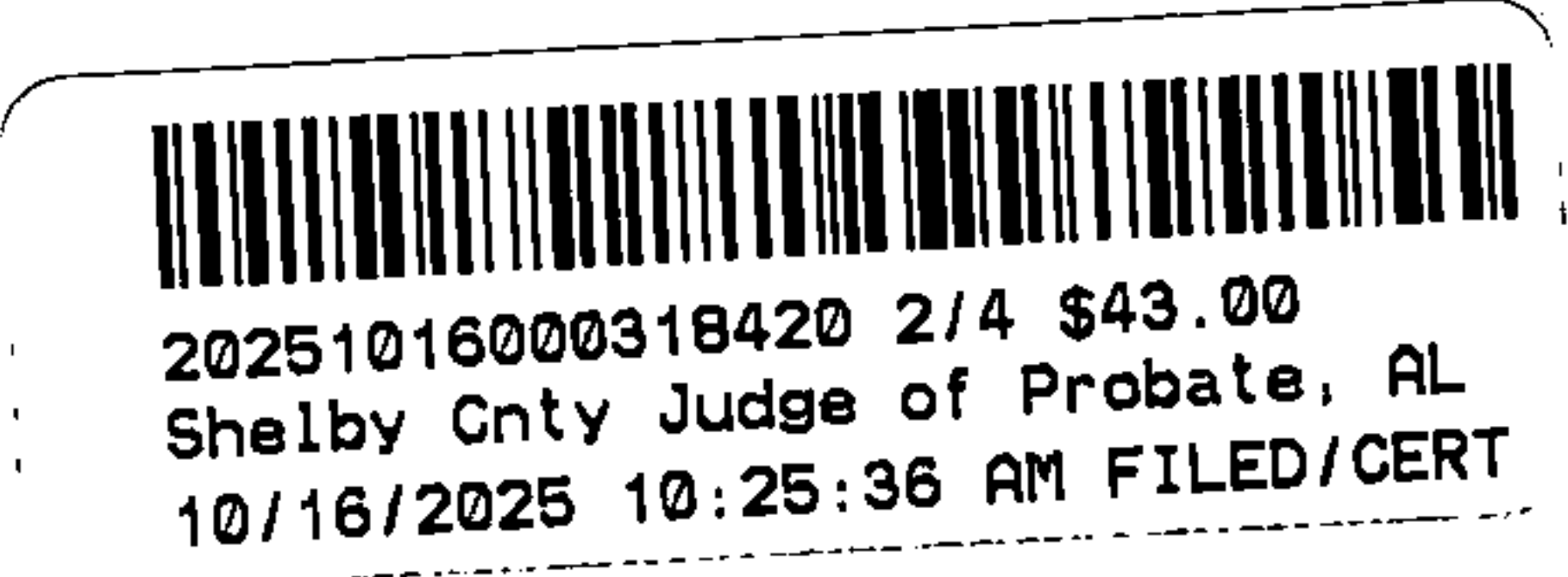
☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

Alabaster/Trussville Promenade/Shelby County, Alabama 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
9a. ORGANIZATION'S NAME: HIGHWAY 11/31 LLC
OR
9b. INDIVIDUAL'S SURNAME
FIRST PERSONAL NAME
ADDITIONAL NAME(S)/INITIAL(S) SUFFIX



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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: HIGHWAY 11/31 II, LLC
OR
10b. INDIVIDUAL'S SURNAME
INDIVIDUAL'S FIRST PERSONAL NAME
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
10c. MAILING ADDRESS: 2801 Highway 280 South, Suite 345, Birmingham, AL, USA, 35223

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: PROPERTY DESCRIBED IN EXHIBIT A

17. MISCELLANEOUS:

SCHEDULE A



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All interest of Debtor in 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 (including electronic chattel paper and tangible chattel paper), general intangibles (including payment intangibles and software), goods (including consumer goods, inventory, equipment and farm products), letter-of-credit rights and deposit accounts (as those terms are defined in the Uniform Commercial Code as now adopted or amended from time to time in the State), all plans and specifications, contracts and subcontracts for the construction, reconstruction or repair of the Improvements, 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, motor vehicles and aircraft, together with all present and future attachments, accretions, accessions, replacements and additions thereto and products and proceeds thereof.

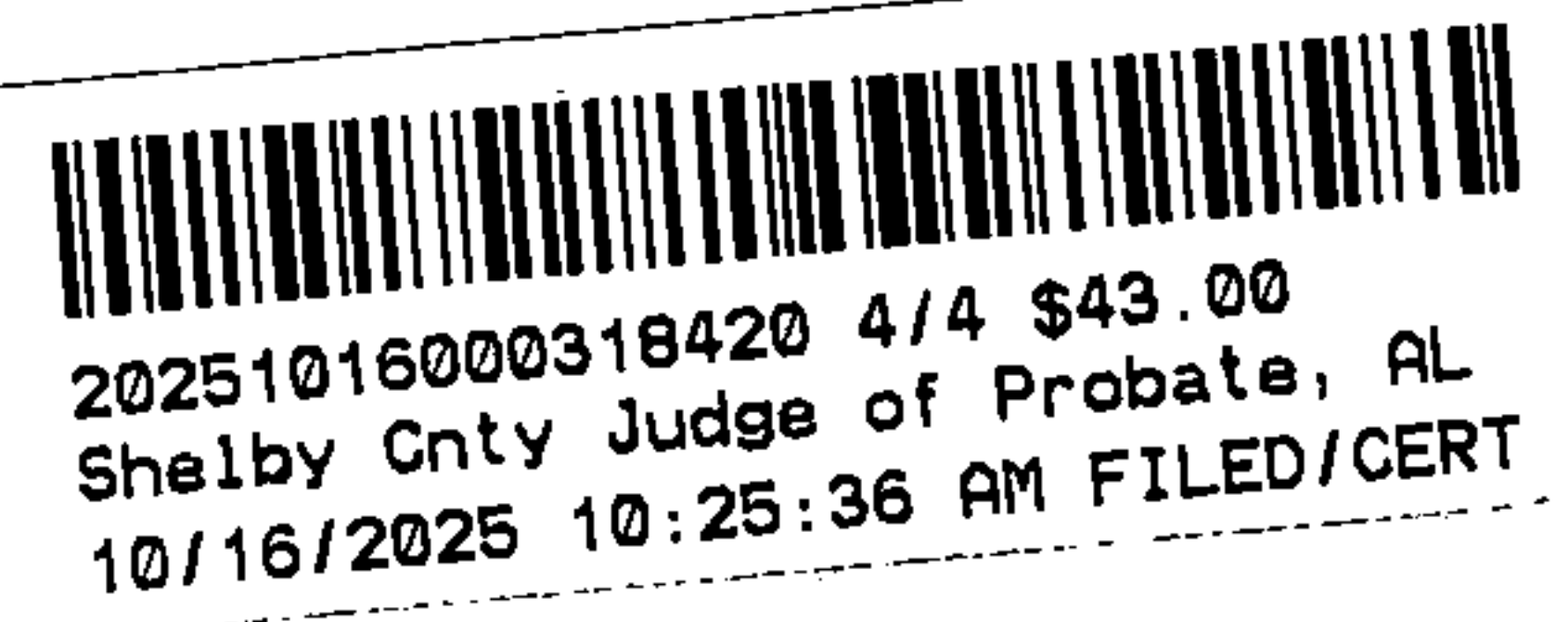
All leases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to all or any portion of the said real estate, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, and 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 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.

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.

EXHIBIT A



Parcel I:

Lots 5 and 6, according to the survey of Colonial Promenade Alabaster South, as recorded in Map Book 38, Page 119A and B, in the Probate Office of Shelby County, Alabama.

Parcel II:

Lots 2 and 8, according to the survey of Colonial Promenade Alabaster South, as recorded in Map Book 38, Page 119A and B, in the Probate Office of Shelby County, Alabama; and Lot 19-A, according to the survey of Colonial Alabaster South No. 2, as recorded in Map Book 43, Page 104, in the Probate Office of Shelby County, Alabama.

Parcel III:

Lots 9, 10, 11, 12 and 13, according to the survey of Colonial Promenade Alabaster South, as recorded in Map Book 38, Page 119A and B, in the Probate Office of Shelby County, Alabama; and Lots 14-A and 15-A, according to the survey of Colonial Alabaster South No. 2, as recorded in Map Book 43, Page 104, in the Probate Office of Shelby County, Alabama.

Parcel IV:

Lot 7A, according to the survey of Colonial Promenade Alabaster South Lot 7 Subdivide, as recorded in Map Book 44, Page 3, in the Probate Office of Shelby County, Alabama.

Lot 3-B, according to the survey of Colonial Alabaster South No. 2, as recorded in Map Book 43, Page 104, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH those the beneficial easements respecting such of Parcels I - IV under that certain Grant of Temporary Construction and Cross-Access Easements recorded in Instrument No. 20140414000108690, in the Probate Office of Shelby County, Alabama; the Operation and Easement Agreement recorded in Instrument No. 20060117000026240; the Operation and Easement Agreement recorded in Instrument No. 20060113000022860; the Construction, Operating and Easement Agreement recorded in Instrument No. 20060316000123780; and the Permanent Slope Easement recorded in Instrument No. 20060206000058230; all recorded in the Probate Office of Shelby County, Alabama.

Parcel V:

Lots 12B and 12D, according to the survey of Tutwiler Farm Phase II Resurvey No. 4, as recorded in Map Book 227, Page 53, in the Probate Office of Jefferson County, Alabama, together with the beneficial easements under that certain Declaration of Reciprocal Easement Agreement recorded as Instrument 200717, Page 27346, in said Probate Office.