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International Association of Commercial Administrators (IACA)

## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9a. ORGANIZATION'S NAME  VH-Pelham, LLC				
9b. INDIVIDUAL'S SURNAME				
FIRST PERSONAL NAME				
ADDITIONAL NAME(S)/INITIAL(S) SUFFIX		THE ABOVE SPACE	S IS FOR FILING OFFICE	USE ONLY
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# SCHEDULE I TO UCC FINANCING STATEMENT

DEBTOR:	VH-PELHAM, LLC, an Alabama limited liability company
SECURED PARTY:	FIRSTBANK, a Tennessee banking corporation

All of the foregoing described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (which property is hereinafter referred to collectively as the "**Premises**"):

- (a) All those certain tracts or parcels of land located in Shelby County, Alabama, as more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land"); and
- (b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Premises, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this financing statement; and
- (c) All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by Debtor and attached to the Premises (other than fixtures); or placed on the Premises and used or useful in connection with, or in any way pertaining or relating to, the Premises or the use and occupancy thereof, though not attached to the Premises; or for which the proceeds of the Secured Indebtedness has been or may be advanced, wherever the same may be located; and
- (d) All policies of hazard insurance now or hereafter in effect that insure the Premises, or any Improvements, or any other property conveyed or encumbered hereby, together with all right, title and interest of Debtor in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums; and
- (e) All rents, issues, profits and revenues of the Premises from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, security deposits and escrow funds, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, reserving only the right to Debtor to collect the same so long as an Event of Default has not occurred hereunder or such collection is not otherwise restricted by this financing statement; and

- (f) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by them; and
- (g) All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, that may be made or due to Debtor or any subsequent owner of the Premises, or the Improvements, or any other property conveyed or encumbered hereby, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Premises, or the Improvements, or any other such property; and
- (h) (i) All general intangibles relating to the development or use of the Premises, the Improvements or any other property conveyed or encumbered hereby, or the management and operation of any business of Debtor thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (ii) the good will of any business conducted or operated on the Premises, all governmental licenses and permits relating to the construction, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (iii) all contracts and agreements (including construction, renovation, maintenance, engineering, architectural, leasing, management, operating and concession agreements) affecting the Premises, the Improvements or any other property conveyed or encumbered by this financing statement, or used or useful in connection therewith, whether now or hereafter entered into; and
- (i) All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing; and
  - (j) All proceeds of any of the foregoing.

### Exhibit A

## Legal Description of the Land

#### PARCEL I:

Part of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From the Northeast corner of said Section 30, run in a Westerly direction along the North line of said Section for a distance of 1,971.25 feet to a point of intersection with the Southeast right of way line of Shelby County Highway #11; thence turn an angle to the right of 180° and run in an Easterly direction for a distance of 558.33 feet; thence turn an angle to the right of 89°28'29" and run in a Southerly direction for a distance of 67.43 feet to the Point of Beginning; thence continue last mentioned course for a distance of 342.70 feet; thence turn an angle to the right of 71°31'55" and run in a Southwesterly direction for a distance for of 117.00 feet to a point of curve, said curve being concave in a Northerly direction and having a central angle of 56°11' and a radius of 251.02 feet; thence turn an angle to the right and run along the arc of said curve for a distance of 246.15 feet to the point of ending of said curve; thence run in a Northwesterly direction along a line tangent to end of said curve for a distance of 59.00 feet; thence turn an angle to the right of 68°21'37" and run in a Northeasterly direction for a distance of 319.35 feet; thence turn an angle to the right of 74°26'23" and run in an Easterly direction for a distance of 302.25 feet to the Point of Beginning; being situated in Shelby County, Alabama.

#### PARCEL II:

A parcel of land situated in the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northeast corner of the NW 1/4 of the NE 1/4 of said Section 30; thence South 00°28'21" West for a distance of 326.30 feet; thence North 89°37'24" West for a distance of 45.30 feet; thence North 00°12'30" West for a distance of 326.31 feet; thence South 89°32'54" East for a distance of 47.55 feet to the Point of Beginning; being situated in Shelby County, Alabama.

### PARCEL III: (Easement)

Together with that certain Non-Exclusive Easement for Ingress and Egress Running With The Land as recorded in Book 167, page 178, in the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/24/2025 09:38:01 AM
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