

**Fill in this information to identify the case:**Debtor 1 Premier Kings, Inc.Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: Northern District of Alabama

Case number 23-02871**Official Form 410****Proof of Claim**

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim****1. Who is the current creditor?**AuburnBank

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor \_\_\_\_\_

**2. Has this claim been acquired from someone else?**☐ No☐ Yes. From whom? \_\_\_\_\_**3. Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

**Where should notices to the creditor be sent?**AuburnBank

Name

100 N. Gay Street

Number Street

Auburn

City

AL

State

36830

ZIP Code

Contact phone \_\_\_\_\_

Contact email \_\_\_\_\_

**Where should payments to the creditor be sent? (if different)**

Name

Number

Street

City

State

ZIP Code

Contact phone \_\_\_\_\_

Contact email \_\_\_\_\_

Uniform claim identifier for electronic payments in chapter 13 (if you use one):  
\_\_\_\_\_**4. Does this claim amend one already filed?**☒ No☐ Yes. Claim number on court claims registry (if known) \_\_\_\_\_Filed on \_\_\_\_\_  
MM / DD / YYYY**5. Do you know if anyone else has filed a proof of claim for this claim?**☐ No☐ Yes. Who made the earlier filing? \_\_\_\_\_

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor? ☐ No ☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 4 0 0 5

7. How much is the claim? \$ 178,021.46 Does this amount include interest or other charges? ☐ No ☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.  
money loaned

9. Is all or part of the claim secured? ☐ No ☒ Yes. The claim is secured by a lien on property.  
**Nature of property:**  
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
☐ Motor vehicle  
☒ Other. Describe: FF&E  
**Basis for perfection:** UCC-1  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ 178,021.46  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
☐ Fixed  
☐ Variable

10. Is this claim based on a lease? ☒ No ☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff? ☒ No ☐ Yes. Identify the property: \_\_\_\_\_

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$3,025\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$13,650\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

Amount entitled to priority

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 12/28/2023  
MM / DD / YYYY

/s/ Charles N. Parnell, III

Signature

Print the name of the person who is completing and signing this claim:

Name	Charles N. Parnell, III		
	First name	Middle name	Last name
Title	Attorney for Creditor		
Company	Parnell & Parnell, P.A.		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	P.O. Box 224		
	Number	Street	
	Montgomery	AL	36102
	City	State	ZIP Code
Contact phone	334-832-4200		Email bkrp@parnellse.com

Amco

## Promissory Note and Security Agreement

<b>PREMIER HOLDINGS, LLC</b> 3300 EASTERN BLVD MONTGOMERY, AL 36118  <b>B3</b>	<b>AUBURNBANK</b> 100 NORTH GAY STREET AUBURN, AL 36831-3110  <b>AUG 30 2019</b>	<b>Loan Number:</b> 4005 <b>Date:</b> 08-23-2019 <b>Maturity Date:</b> 09-01-2026 <b>Loan Amount:</b> \$350,800.00 <b>Renewal Of:</b> 08-23-2019 <b>LQ/PL INT</b> 1
<b>BORROWER'S NAME AND ADDRESS</b> "I" includes each borrower above, jointly and severally.	<b>LENDER'S NAME AND ADDRESS</b> "You" means the lender, its successors and assigns.	

For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of **THREE HUNDRED FIFTY THOUSAND EIGHT HUNDRED AND NO/100** Dollars \$ 350,800.00

☒ **Single Advance.** I will receive all of this principal sum on 08-23-2019. No additional advances are contemplated under this note.

☐ **Multiple Advance.** The principal sum shown above is the maximum amount of principal I can borrow under this note. On

I will receive the amount of \$ and future principal advances are contemplated.

Conditions. The conditions for future advances are

☐ **Open End Credit.** You and I agree that I may borrow up to the maximum principal sum more than one time. This feature is subject to all other conditions and expires on

☐ **Closed End Credit.** You and I agree that I may borrow (subject to all other conditions) up to the maximum principal sum only one time.

**INTEREST.** I agree to pay interest on the outstanding principal balance from 08-23-2019 at the rate of 5.500% per year until 09-01-2026

☐ **Variable Rate.** This rate may then change as stated below.

☐ **Index Rate.** The future rate will be the following index rate:

☐ **No Index.** The future rate will not be subject to any internal or external index. It will be entirely in your control.

☐ **Frequency and Timing.** The rate on this note may change as often as

A change in the interest rate will take effect

☐ **Limitations.** During the term of this loan, the applicable annual interest rate will not be more than % or less than

% The rate may not change more than % each

**Effect of Variable Rate.** A change in the interest rate will have the following effect on the payments:

☐ The amount of each scheduled payment will change.

☐ The amount of the final payment will change.

☐

**ACCUAL METHOD.** Interest will be calculated on a ACTUAL/360 basis.

**POST MATURITY RATE.** I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☐ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☒ at a rate equal to 18.00%

☒ **LATE CHARGE.** If a payment is made more than 10 days after it is due, I agree to pay a late charge of 5.000% OF THE LATE AMOUNT OF PRINCIPAL AND INTEREST

☐ **ADDITIONAL CHARGES.** In addition to interest, I agree to pay the following charges which ☐ are ☐ are not Included in the principal amount above:

**PAYMENTS.** I agree to pay this note as follows:

84 MONTHLY PAYMENTS OF \$5,061.27 BEGINNING 10-01-2019. THE ACTUAL AMOUNT OF MY FINAL PAYMENT WILL DEPEND ON MY PAYMENT RECORD.

**PURPOSE.** The purpose of this loan is BUSINESS; CONVERT LINE OF CREDIT TO PERMANENT FINANCING

**ADDITIONAL TERMS.**

THIS LOAN IS SECURED BY A SEPARATE:

SECURITY

**SECURITY INTEREST.** I give you a security interest in all of the Property described below that I own or have sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and accessions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property.

- ☐ **Accounts and Other Rights to Payment.** All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which I have by law or agreement against any account debtor or obligor.
- ☐ **Inventory.** All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.
- ☐ **Equipment.** All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The Property includes any equipment described in a list or schedule I give to you, but such a list is not necessary to create a valid security interest in all of my equipment.
- ☐ **Instruments and Chattel Paper.** All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper.
- ☐ **General Intangibles.** All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use my name.
- ☐ **Documents.** All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts.
- ☐ **Farm Products and Supplies.** All farm products including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.
- ☐ **Government Payments and Programs.** All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program.
- ☐ **Investment Property.** All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets.
- ☐ **Deposit Accounts.** All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts.

☒ **Specific Property Description.** The Property includes, but is not limited by, the following:  
ALL EQUIPMENT, FURNITURE & FIXTURES OF DEBTOR WHETHER NOW OWNED OR HEREAFTER EXISTING, ARISING, OR ACQUIRED, INCLUDING WITHOUT LIMITATION, ALL MACHINERY, FURNITURE, FURNISHINGS & FIXTURES, ALL ACCESSIONS, ATTACHMENTS & ADDITIONS THERETO & REPLACEMENTS THEREFOR, FIXTURES ARE LOCATED ON REAL PROPERTY KNOWN AS LOT 2 OF PATE CROSSING AL HWY 216, MCCALLA, TUSCALOOSA COUNTY, ALABAMA.

If applicable, enter real estate description and record owner information:

The Property will be used for a ☐ personal ☒ business ☐ agricultural ☐ purpose.  
Borrower/Owner State of organization/registration (if applicable)

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

**GENERALLY.** This security agreement secures this note and any other debt I have with you, now or later. However, it will not secure other debts if you fail with respect to such other debts, to make any required disclosure about this security agreement or if you fail to give any required notice of the right of rescission. If property described in this security agreement is located in another state, this security agreement may also, in some circumstances, be governed by the law of the state in which the Property is located.

**NAME AND LOCATION.** My name indicated within this note and/or security agreement is my exact legal name. If I am an individual, my address is my principal residence. If I am not an individual, my address is the location of my chief executive offices or sole place of business. If I am an entity organized and registered under state law, my address is located in the state in which I am registered, unless otherwise indicated within this note and/or security agreement. I will provide verification of registration and location upon your request. I will provide you with at least 30 days notice prior to any change in my name, address, or state of organization or registration.

**OWNERSHIP AND DUTIES TOWARD PROPERTY.** I represent that I own all of the Property, or to the extent this is a purchase money security interest I will acquire ownership of the Property with the proceeds of the loan. I will defend it against any other claim. Your claim to the Property is ahead of the claims of any other creditor. I agree to do whatever you require to protect your security interest and to keep your claim in the Property ahead of the claims of other creditors. I will not do anything to harm your position. I will not use the Property for a purpose that will violate any laws or subject the Property to forfeiture or seizure.

I will keep books, records and accounts about the Property and my business in general. I will let you examine these records at any reasonable time. I will prepare any report or accounting you request, which deals with the Property.

I will keep the Property in my possession and will keep it in good repair and use it only for the purpose(s) described in this security agreement. I will not change this specified use without your express written permission. I represent that I am the original owner of the Property and, if I am not, that I have provided you with a list of prior owners of the Property.

I will keep the Property at my address listed within this note and/or

security agreement, unless we agree I may keep it at another location. If the Property is to be used by another state, I will give you a list of those states. I will not try to sell the Property unless it is inventory or I receive your written permission to do so. If I sell the Property I will have the payment made payable to the order of you and me.

You may demand immediate payment of the debt(s) if the debtor is not a natural person and without your prior written consent: (1) a beneficial interest in the debtor is sold or transferred, or (2) there is a change in either the identity or number of members of a partnership, or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation.

I will pay all taxes and charges on the Property as they become due. You have the right of reasonable access in order to inspect the Property. I will immediately inform you of any loss or damage to the Property.

If I fail to perform any of my duties under this security agreement, or any mortgage, deed of trust, lien or other security interest, you may without notice to me perform the duties or cause them to be performed. Your right to perform for me shall not create an obligation to perform and your failure to perform will not preclude you from exercising any of your other rights under the law or this security agreement.

**PURCHASE MONEY SECURITY INTEREST.** For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement: (a) payments on any nonpurchase money loan also secured by this security agreement will not be deemed to apply to the Purchase Money Loan, and (b) payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items of collateral were acquired or if acquired at the same time, in the order selected by you. No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any collateral securing the loan and all extensions, renewals, consolidations and refinancing of such loan.

**PAYMENTS BY LENDER.** You are authorized to pay, on my behalf, charges I am or may become obligated to pay to preserve or protect the secured property (such as property insurance premiums). You may treat those payments as advances and add them to the unpaid principal under the note secured by this security agreement or you may demand immediate payment of the amount advanced.



**INSURANCE.** I agree to buy insurance on the Property against the risks and for the amounts you require and to furnish you continuing proof of coverage. I will have the insurance company name you as loss payee on any such policy. You may require added security if you agree that insurance proceeds may be used to repair or replace the Property. I will buy insurance from a firm licensed to do business in the state where you are located. The firm will be reasonably acceptable to you. The insurance will last until the Property is released from this security agreement. If I fail to buy or maintain the insurance (or fail to name you as loss payee) you may purchase it yourself.

**WARRANTIES AND REPRESENTATIONS.** If this security agreement includes accounts, I will not settle any account for less than its full value without your written permission. I will collect all accounts until you tell me otherwise. I will keep the proceeds from all the accounts and any goods which are returned to me or which I take back in trust for you. I will not mix them with any other property of mine. I will deliver them to you at your request. If you ask me to pay you the full price on any returned items or items retaken by myself, I will do so. You may exercise my rights with respect to obligations of any account debtors, or other persons obligated on the Property, to pay or perform, and you may enforce any security interest that secures such obligations.

If this security agreement covers inventory, I will not dispose of it except in my ordinary course of business at the fair market value for the Property, or at a minimum price established between you and me.

Any person who signs within this box does so to give you a security interest in the Property described in this security agreement. This person does not promise to pay the note. "I" as used in this security agreement will include the borrower and any person who signs within this box.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

If this security agreement covers farm products I will provide you, at your request, a written list of the buyers, commission merchants or selling agents to or through whom I may sell my farm products. In addition to those parties named on this written list, I authorize you to notify at your sole discretion any additional parties regarding your security interest in my farm products. I remain subject to all applicable penalties for selling my farm products in violation of this security agreement with you and the Food Security Act. In this paragraph the terms farm products, buyers, commission merchants and selling agents have the meanings given to them in the Federal Food Security Act of 1985.

If this security agreement covers chattel paper or instruments, either as original collateral or proceeds of the Property, I will note your interest on the face of the chattel paper or instruments.

**REMEDIES.** I will be in default on this security agreement if I am in default on any note this security agreement secures or if I fail to keep any promise contained in the terms of this security agreement. If I default, you have all of the rights and remedies provided in the note and under the Uniform Commercial Code. You may require me to make the secured property available to you at a place which is reasonably convenient. You may take possession of the secured property and sell it as provided by law. The proceeds will be applied first to your expenses and then to the debt. I agree that 10 days written notice sent to my last known address by first class mail will be reasonable notice under the Uniform Commercial Code. My current address is within this note and/or security agreement.

**PERFECTING OF SECURITY INTEREST.** I authorize you to file a financing statement covering the Property. I will comply with, facilitate, and otherwise assist you in connection with obtaining possession of or control over the Property for purposes of perfecting your security interest under the Uniform Commercial Code.

#### ADDITIONAL TERMS OF THE NOTE

**DEFINITIONS.** As used within this note and/or security agreement, "I" means the terms that apply to this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorser, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

**APPLICABLE LAW.** The law of the state of Alabama will govern this security agreement. Any term of this security agreement which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this security agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this security agreement. No modification of this note or any agreement securing this note is effective unless the modification is in writing and signed by you and me. Time is of the essence in this security agreement.

**PAYMENTS.** Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

**INTEREST.** Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal sum outstanding at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to in this note (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this security agreement, you agree to refund it to me.

**INDEX RATE.** The index will serve only as a device for setting the interest rate on this note. If the index is no longer available, I agree and consent to you selecting a substitute index and an alternative margin - all at your sole discretion. You will give me advance notice of your selection. As used in this subsection, "no longer available" includes, but is not limited to, when an index is terminated, becomes deregulated, or becomes unacceptable for use by a regulator. You do not guarantee by selecting this index, or the margin, that the interest rate on this note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers.

**POST MATURITY RATE.** For purposes of deciding when the "Post Maturity Rate" applies, the term "maturity" means the date of the last scheduled payment indicated within this note and/or security agreement or the date you accelerate payment on the note, whichever is earlier.

**SINGLE ADVANCE LOANS.** If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph.

**MULTIPLE ADVANCE LOANS.** If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

**SET-OFF.** I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

- (1) any deposit account balance I have with you;
- (2) any money owed to me on an item presented to you or in your possession for collection or exchange; and
- (3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right to set-off.

**DEFAULT.** I will be in default if any one or more of the following occur:

- (1) I fail to make a payment on time or in the amount due;
- (2) I fail to keep the Property Insured, if required;
- (3) I fail to pay, or keep any promise, on any debt or agreement I have with you, including this security agreement;
- (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings;
- (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due);
- (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided;
- (7) I do or fail to do something which causes you to believe you will have difficulty collecting the amount I owe you;
- (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority;
- (9) I change my name or assume an additional name without first notifying you before making such a change;
- (10) I fail to plant, cultivate and harvest crops in due season;
- (11) default shall also exist if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, as provided by 7 CFR Part 12.

**REMEDIES.** If I am in default on this note you have, but are not limited to, the following remedies:

- (1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued unpaid charges).
- (2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "SET-OFF" paragraph herein.
- (3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.
- (4) You may refuse to make advances to me or allow purchases on credit by me.
- (5) You may use any remedy you have under state or federal law.
- (6) You may make use of any remedy given to you in any agreement securing this note, including this security agreement.

-4005

By selecting any one or more of these remedies you do not give up your right to use later any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to consider later the event a default if it continues or happens again.

**COLLECTION COSTS AND ATTORNEY'S FEES.** I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

**WAIVER.** I give up my rights to require you to do certain things. I will not require you to:

- (1) demand payment of amounts due (presentment);
- (2) obtain official certification of nonpayment (protest); or
- (3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral. To the extent permitted by law, I also waive all personal property exemptions in the property securing this loan.

**OBLIGATIONS INDEPENDENT.** I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may without notice release any party to this security agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this security agreement without your prior written approval.

**FINANCIAL INFORMATION.** I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

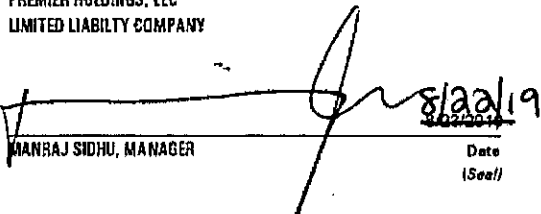
**SIGNATURES.** I AGREE TO ALL OF THE TERMS WITHIN THIS NOTE AND SECURITY AGREEMENT EXECUTED AS AN INSTRUMENT UNDER SEAL.

I acknowledge receipt of a copy of this note and security agreement on today's date.

Caution - IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.

**Borrower**

PREMIER HOLDINGS, LLC  
LIMITED LIABILITY COMPANY

  
MANRAJ SIDHU, MANAGER  
Date (Seal) 8/22/19

Date (Seal)

Date (Seal)

Date (Seal)

**Lender**

AUBURNBANK

  
JAMES C. SALTER, VICE PRESIDENT  
Date 8/23/2019

☐ Refer to the attached *Signature Addendum* for additional parties and signatures.

DISPOSITION OF FUNDS	
Deposited to Account Number	Check Number

SIGNATURE FOR LENDER

\_\_\_\_\_

Recorded: 2/5/2019 12:31:27 PM  
 Ward D. Robertson, III, Probate Judge  
 Tuscaloosa County, Alabama  
 Term/Cashier: PRO-RECORDING2/TRSCOTT  
 Tran: 1377858  
 Probate Judge Fee \$2.00  
 Recording Fee \$20.00  
 Recording Fee - Cross Reference \$2.00  
 Recording Fee - By Page Count \$2.00  
 No Tax Collected  
 Total: \$26.00

## UCC FINANCING STATEMENT

## FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Davis, Bingham, Hudson & Buckner, P. C.
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Davis, Bingham, Hudson & Buckner, P. C. 324 East Magnolia Avenue Auburn, AL 36830

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 1D of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Premier Holdings, LLC				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 3300 Eastern Blvd.	CITY Montgomery	STATE AL	POSTAL CODE 36116	COUNTRY US

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 1D 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 AuburnBank				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 100 N. Gay Street	CITY Auburn	STATE AL	POSTAL CODE 36830	COUNTRY US

4. COLLATERAL: This financing statement covers the following collateral:  
 See attached Exhibit "A" for Legal Description

The amount of indebtedness secured associated with the UCC is \$953,200.00. This instrument being used as additional security for Leasehold Mortgage in Mortgage Book 2019, at Page 5720.

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 Transmuting 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/Licensor			
8. OPTIONAL FILER REFERENCE DATA:			



## UCC-1 Financing Statement

## EXHIBIT A

All Goods, Fixtures, Furniture, and Equipment consisting of all building supplies and materials, and all drawings, blueprints, plans, specifications, and other printed or written documents and papers describing or concerning the construction and design of any improvements on the foregoing described real property, lying in Tuscaloosa County, Alabama;

By virtue of that Lease Agreement between Debtor and EXIT 100, INC., an Alabama corporation ("Landlord"), dated February 7th, 2018 (the "Lease Agreement"), the leasehold interest in the following described property located in Tuscaloosa County, Alabama:

Lot 2, according to the Final Plat of Exit 100 Pate Crossing Phase 2, as recorded in Plat Book 2013, Page 58 in the Office of the Judge of Probate for Tuscaloosa County, Alabama.

AND

all accessions, additions, replacements, substitutions related to any of the foregoing; all records of any kind relating to any of the foregoing; all contracts including, but not limited to, any presale contract and related earnest money; all proceeds relating to any of the foregoing, including insurance, general intangibles, and account proceeds; and all material and equipment stored offsite and intended for use in the construction of any improvements on said real property, whether any of the foregoing is owned or acquired later by debtor, including, but not limited to:

(a) All buildings, structures, and improvements of any nature whatsoever now or hereafter situated upon the real property, and all heating, lighting, laundry, gas, incinerating, power, air cooling and air conditioning, plumbing, electrical refrigerating, waste, garbage, sewerage, telephone and water, fixtures, fittings, and all replacements thereof now or any time hereafter affixed to, attached to, placed upon or used in connection with operation of the improvements upon the real property hereinabove described, including, but not in any manner limiting the generality of the foregoing; all blinds, stairs, screens, stair railings, fire extinguishers, air cooling and air conditioning equipment, ventilators, lights and lighting equipment, exhaust fans, fuel, laundry equipment, water meters, electric meters, ladders, window screening, shelves, dishwashers, sinks, tubs and showers, commodes, garbage disposals, doors, water closets, lavatories, washing machines, water heaters, bidets, shower doors, electric transformers, T.V. antennae, elevators, motors, machinery, generators, sprinkling systems, waterlines, pipes, wiring, water and sewerage connections and appurtenances thereto, and sanitary sewerage connections, trash chutes and appurtenances thereto, radiators, heaters, boilers, ranges, hoods, water basins, pipes, faucets, mantles, refrigerating plants and ice boxes, glass windows, storm shutters and awnings, planting and landscaping, and the hazard insurance policy covering said premises, communication systems, shades, signs, mirrors, water softeners, carpets, carpeting, and all substitutions, additions, extensions, improvements, betterments, renewals, and replacements thereof, and all the proceeds thereof and any replacements thereof which are hereby declared and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto.

(b) All water lines with sprinkler system service connections, soakage pits, hose bibs, sanitary sewer lines, sewerage force mains, paving and all fixtures of every kind and nature whatsoever forming a part of said building and improvements, or of any building or other improvement erected or installed upon the premises or any part thereof, now or hereafter erected, situated or placed thereon.

(c) All of the right, title and interest of the Debtor in any fixtures located on, or attached to, said real property which may hereafter become subject to a conditional sales contract, chattel mortgage, or similar lien or claim, together with the benefit of any deposits or payments now or hereafter made by the Mortgagor thereon;

(d) All leases, subleases, and contracts for the sale now or hereafter relating to the real and personal property of this entire Exhibit now or hereafter entered into, together with all rights, titles and interests of the Debtor as Lessor and/or Seller thereunder, including the right to upon occurrence in the event of default to receive and collect the rents and/or sales prices payable thereunder, and all other rents, revenue, income, issues and profits, which are all hereby specifically assigned, transferred and pledged, together with all management agreements, service agreements, or contracts, including any related earnest money, as they affect the property;

(e) Any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the property as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of the street, or (c) any other injury to or decrease in the value of the property;

(f) All insurance proceeds and policies relating to the collateral or property described herein, including unearned premiums, if any;

(g) All development permits/orders together with deposits paid or held in connection therewith, including but not limited to any and all bonds, letters of credit, permit fees or prepaid impact or development fees relating to the property or the collateral;

(h) All Contractors, Engineers, and Surveyors Contracts, Plans and Drawings for the development of the Property.

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
AUBURNBANK 100 NORTH GAY STREET AUBURN, AL 36831-3110

Alabama  
Sec. Of State  
B 19-0052330 FS  
Date 1/29/2019  
Time 13:51  
Pg 1  
File \$20.00  
Expd \$.00  
Ackn \$.00  
Form \$.00  
Total \$20.00  
03/015

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 1D of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME PREMIER HOLDINGS, LLC				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 3300 EASTERN BLVD	CITY MONTGOMERY	STATE AL	POSTAL CODE 36116	COUNTRY

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 1D 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 AUBURNBANK				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 100 NORTH GAY STREET	CITY AUBURN	STATE AL	POSTAL CODE 36831-3110	COUNTRY

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

ALL EQUIPMENT, FURNITURE & FIXTURES OF DEBTOR WHETHER NOW OWNED OR HEREAFTER EXISTING, ARISING OR ACQUIRED, INCLUDING WITHOUT LIMITATION, ALL MACHINERY, FURNITURE, FURNISHINGS & FIXTURES, ALL ACCESSIONS, ATTACHMENTS & ADDITIONS THERETO & REPLACEMENTS THEREFOR. FIXTURES ARE LOCATED ON THE REAL PROPERTY KNOWN AS LOT 2 OF PATE CROSSING AL HWY 216, MCCALLA, TUSCALOOSA COUNTY, ALABAMA.

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"/> Bailor/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA:	