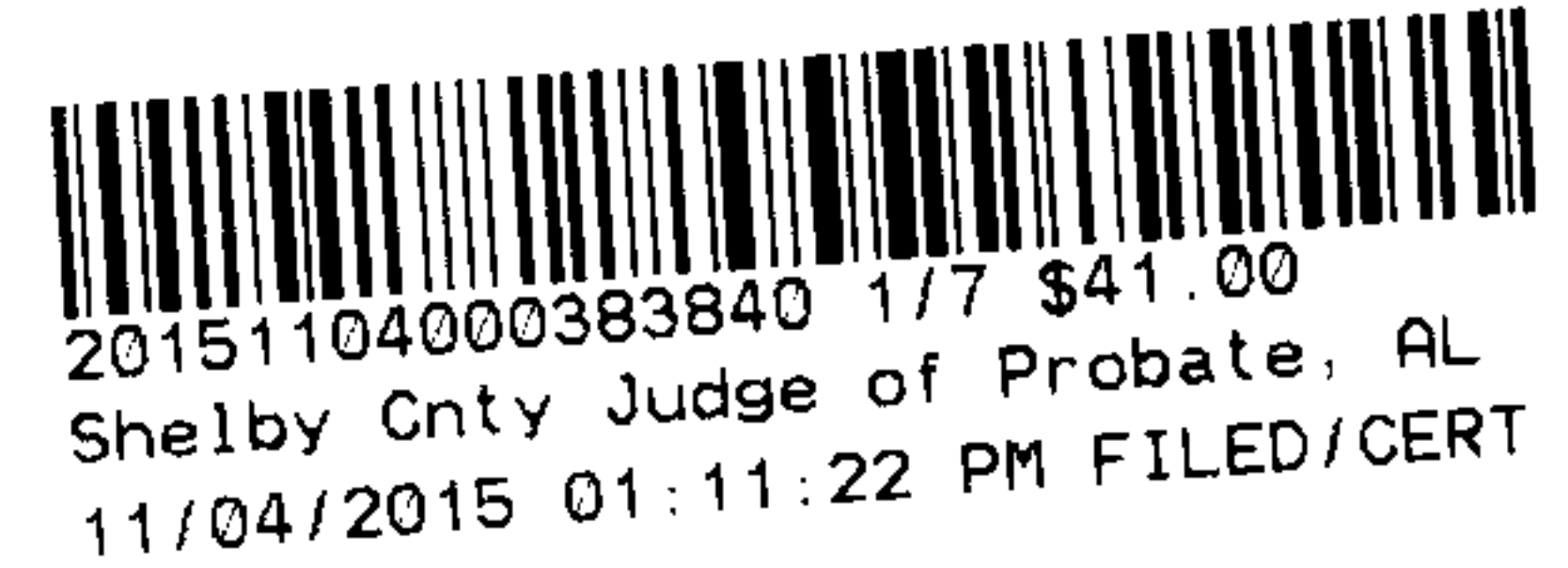


# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Liz Gibbons</b>
B. E-MAIL CONTACT AT FILER (optional) <b>lgibbons@gibbonsgraham.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>Liz Gibbons Gibbons Graham LLC 100 Corporate Parkway, Suite 125 Birmingham, Alabama 35242</b>



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 <b>G &amp; S Glass &amp; Supply, Inc.</b>				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS <b>2940 Highway 11</b>	CITY <b>Pelham</b>	STATE <b>AL</b>	POSTAL CODE <b>35124</b>	COUNTRY <b>USA</b>

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 <b>G &amp; S Properties, LLC</b>				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS <b>2940 Highway 11</b>	CITY <b>Pelham</b>	STATE <b>AL</b>	POSTAL CODE <b>35124</b>	COUNTRY <b>USA</b>

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 <b>ServisFirst Bank</b>				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS <b>850 Shades Creek Parkway, Suite 200</b>	CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>35209</b>	COUNTRY <b>USA</b>

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

See Schedule A attached hereto for description of collateral.

This financing statement is filed as additional security in connection with a Mortgage and Security Agreement being recorded simultaneously herewith, on which the appropriate mortgage tax has been paid.

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"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: <b>Filed in Shelby County, Alabama (SR01-01251)</b>	

## 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

**G & S Glass & Supply, Inc.**

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

**G & S Development, LLC**

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

**2940 Highway 11**

CITY

**Pelham**

STATE

**AL**

POSTAL CODE

**35124**

COUNTRY

**USA**

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:

**See Exhibit A attached hereto for description of real estate.**

17. MISCELLANEOUS:



**SCHEDULE "A"**  
**(DESCRIPTION OF COLLATERAL)**

Collateral" means the following assets of Borrowers, wherever located, whether now owned or hereafter acquired: (A) all amounts that may be owing from time to time by Bank to any Borrower in any capacity, including, without limitation, any balance or share belonging to any Borrower, of any Deposit Accounts or other account with Bank; (B) all of each Borrower's assets which are or may be subject to Article 9 of the Uniform Commercial Code, together with all replacements therefore, additions and accessions thereto, and proceeds (including, but without limitation, insurance proceeds) and products thereof, including, without limitation, the following: Accounts; Chattel Paper; Commercial Tort Claims; Deposit Accounts; Documents; Equipment; General Intangibles; Goods; Instruments; Intellectual Property Rights; Inventory; Investment Property; Letter-of-Credit Rights; Payment Intangibles; Software; Supporting Obligations; rights as seller of Goods and rights to returned or repossessed Goods; all existing and future leases and use agreements of personal property entered into by any Borrower as lessor with other Persons as lessees, including without limitation the right to receive and collect all rentals and other monies, including security deposits, at any time payable under such leases and agreements; any existing and future leases and use agreements of personal property entered into by any Borrower as lessee with other Persons as lessors, including without limitation the leasehold interest of any Borrower in such property, and all options to purchase such property or to extend any such lease or agreement; Fixtures; all moneys of each Borrower and all bank accounts, deposit accounts, lock boxes and other accounts in which such moneys may at any time be on deposit or held and all investments or securities in which such moneys may at any time be invested and all certificates, instruments and documents from time to time representing or evidencing any of the same; and all claims of any Borrower in any pending litigation and/or claims for any insurance proceeds; (C) the Mortgaged Property; (D) the Assigned Leases and the Rents; (E) all Records pertaining to any of the Collateral; and (F) all interest, dividends, Proceeds, products, rents, royalties, issues and profits of any of the property described above, including, without limitation, all monies due and to become due with respect to such property, together with all right to receive the same, and all notes, certificates of deposit, checks and other instruments and property from time to time delivered to or otherwise possessed by Bank for or on behalf of any Borrower in substitution for or in addition to any of said property.

As used in this Schedule "A", "Borrower" shall mean each Debtor, singularly; "Borrowers" shall mean all of the Debtors, collectively; "Bank" shall mean the Secured Party; and all other capitalized words and phrases shall, except as otherwise defined below, have the meaning as set forth in that certain Credit Agreement among Debtors and Secured Party (and in the case of any conflict between the meanings set forth below and the meanings set forth in the Credit Agreement, the broader meaning shall apply), and as used herein:


"Accounts", "Equipment", "Goods", and other terms not specifically defined herein shall have the same respective meanings as are given to those terms in the Uniform Commercial Code as presently adopted and in effect in the State of Alabama (except in cases and with respect to Collateral when the perfection, the effect of perfection or nonperfection, and the priority of a Lien in the Collateral is governed by another Jurisdiction, in which case such capitalized words and phrases shall have the meanings attributed to those terms under such other Jurisdiction).

"Assigned Agreements" means the Assigned Leases and all other leases, contracts, agreements, Documents, Instruments and Chattel Paper included in the Collateral.

"Assigned Leases" means all leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property, and each modification, extension, renewal and guarantee thereof.

"Mortgaged Property" means the "Mortgaged Property" as defined in the attached Schedule "A-1".

"Rents" means all the rents, issues, and profits now due and which may hereafter become due under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Leases as of the date of entry of such order for relief.

  
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**SCHEDULE "A-1" TO UCC-1 FINANCING STATEMENT**  
**(DESCRIPTION OF MORTGAGED PROPERTY)**

All of each Borrower's Interest in and to all of the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, whether now owned or hereafter acquired, and including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):

(a) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land");

(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 any Borrower and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, 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");


(c) 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 Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by any Borrower;

(d) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant 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 any Borrower of, in and to the same;

(e) All leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property, and each modification, extension, renewal and guarantee thereof (collectively, the "Assigned Leases"), including, without limitation, all the rents, issues, and profits now due and which may hereafter become due under or by virtue of the Assigned Leases, together with all claims and

rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under the Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief; and

(f) All of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of each Borrower of, in and to any of the foregoing.

  
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**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF LAND**

**PARCEL A**

Lot 1, according to the Survey of Bear Holler, Sector 1, as recorded in Map Book 38, Page 103, in the Office of the Judge of Probate of Shelby County, Alabama.

**PARCEL B**

Lot 2, according to the Survey of Bear Holler, Sector 1, as recorded in Map Book 38, Page 103, in the Office of the Judge of Probate of Shelby County, Alabama.

**PARCEL C**

Lot 3, according to the Survey of Bear Holler, Sector 1, as recorded in Map Book 38, Page 103, in the Office of the Judge of Probate of Shelby County, Alabama.

**PARCEL D**

Lot 4A, according to the Resurvey of Lot 4 of Bear Holler, Sector 1, as recorded in Map Book 39, Page 40, in the Office of the Judge of Probate of Shelby County, Alabama.

**PARCEL E**

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 degrees and run in an Easterly direction for a distance of 558.33 feet; thence turn an angle to the right of 89 degrees 28 minutes 29 seconds 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 degrees 31 minutes 55 seconds and run in a Southwesterly direction for a distance of 117.00 feet to a point of curve, said curve being concave in a Northerly direction and having a central angle of 56 degrees 11 minutes 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 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 degrees 21 minutes 37 seconds and run in a Northeasterly direction for a distance of 319.35 feet; thence turn an angle to the right of 74 degrees 26 minutes 23 seconds and run in an Easterly direction for a distance of 302.25 feet to the point of beginning; being situated in Shelby County, Alabama.

