

**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@gibbonslawllc.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <b>Liz Gibbons Gibbons Law LLC 100 Corporate Parkway, Suite 125 Birmingham, Alabama 35242</b>



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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 <b>TBR, Inc.</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>5300 Cahaba River Road, Suite 200</b>	CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>35243</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>Thornton I-65 Holdings, LLC</b>				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS <b>5300 Cahaba River Road, Suite 200</b>	CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>35243</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 collateral 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 with Shelby County, Alabama (SR01-01480)</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

**TBR, 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

OR

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. ☐ 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: (A) the Mortgaged Property; (B) the Assigned Documents; (C) the Rents; (D) all amounts that may be owing from time to time by Bank to any Mortgagor in any capacity, including, without limitation, any balance or share belonging to any Mortgagor of any Deposit Accounts or other account with Bank; (E) any and all other assets of Borrower Parties of any kind, nature or description and which are intended to serve as Collateral under any one or more of the Security Documents; and (F) all interest, dividends, Proceeds (including, but without limitation, insurance proceeds), products, rents, royalties, issues and profits of any of the property described above and all notes, certificates of deposit, checks and other instruments from time to time delivered to or otherwise possessed by Bank for or on behalf of any Borrower Party in substitution for or in addition to any of said property.

As used in this Schedule "A", "Borrower" shall mean TBR, Inc.; "I-65 Holdings" shall mean Thornton I-65 Holdings, LLC; "Mortgagor" shall mean each of Borrower and I-65 Holdings; and "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 Borrower, I-65 Holdings and Bank (as amended from time to time, the "Credit Agreement") (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:

"Proceeds", 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 Documents" means (i) the D.R. Horton Contract; (ii) the Construction Documents; (iii) the Assigned Leases; (iv) any and all other agreements entered into by any Borrower Party with any property manager, broker, or other Person with respect to the ownership, development, management, leasing or operation of the Mortgaged Property; (v) any and all Governmental Approvals with respect to the Mortgaged Property; and (vi) any and all operating, service, supply, and maintenance contracts with respect to the Mortgaged Property.

"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, including the Rents.


"Construction Documents" means any and all agreements entered into by Mortgagor with any contractor, architect, engineer or other Person with respect to any construction work at the Mortgaged Property, any and all renewals, extensions or modifications thereof and guaranties of performance to Mortgagor thereunder, and any and all Plans and Specifications with respect thereto.

"D.R. Horton" means D.R. Horton, Inc.-Birmingham, an Alabama corporation.

"D.R. Horton Contract" means that certain Lot Purchase Agreement to be entered into between Borrower and D.R. Horton with respect to a portion of the Mortgaged Property, as amended from time to time.

"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"**  
**(DESCRIPTION OF MORTGAGED PROPERTY)**

All of each Mortgagor's Interest in and to 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 the Counties of Jefferson and Shelby in the State of 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 such Mortgagor 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 such Mortgagor;

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 such Mortgagor of, in and to the same; and

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 (collectively, the "Rents").

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

**Shelby County Parcel:**

Begin at the Northeast corner of the NW 1/4 of Section 26, Township 19 South, Range 1 West, and run thence South 1165 feet to the North line of property owned by Melton John Franklin and Sarah Virginia Franklin; thence run West along the North line of Franklin property 190 feet; thence run Southerly along the Westerly line of the Franklin property 570 feet, more or less, to the North line of Old U.S. Highway 280; thence run West along the North line of said Highway 40 feet; thence run Northerly along the West line of a 40 foot strip 500 feet; thence run West 290 feet to a point; thence North 1260 feet to the North line of said NW 1/4; thence run East 520 feet to the Point of Beginning; being situated in Shelby County, Alabama.

Which contains a portion of those lots contained in the Final Plat of Adams Mill Subdivision, First Addition, Map Book 43, Page 94.

**LESS AND EXCEPT:**

Lot 36, according to the Final Plat of Adams Mills Subdivision, First Addition, as recorded in Map Book 43, Page 94, in the Probate Office of Shelby County, Alabama.

**Jefferson County Parcel I:**

Part of Section 23, Township 15 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at an existing 3" capped iron pipe being the locally accepted Southwest corner of said section, run in a Northerly direction along the West line of said Section for a distance of 1008.28 feet, more or less, to a point on the Southeast right of way line of I-65 Highway; thence turn an angle to the right of 31 degrees 14 minutes 43 seconds and run in a Northeasterly direction along the Southeast right of way line of I-65 Highway for a distance of 133.83 feet; thence turn an angle to the left of 0 degrees 38 minutes 09 seconds and run in a Northeasterly direction along the Southeast right of way line of I-65 Highway for a distance of 539.85 feet; thence turn an angle to the right of 58 degrees 24 minutes 15 seconds and run in an Easterly direction for a distance of 197.54 feet to a point being on the right of way line of I-65 Highway and Mary Buckelew Parkway; thence turn an angle to the left of 53 degrees 54 minutes 58 seconds and run in a Northeasterly direction for a distance of 55.16 feet to an existing iron rebar set by Weygand and being the point of beginning of the property herein described; thence continue in a Northeasterly direction along last mentioned course and along the Southeast right of way line of Mary Buckelew Parkway for a distance of 366.75 feet; thence turn an angle to the left of 19 degrees 55 minutes 49 seconds and run in a Northeasterly direction along the Mary Buckelew Parkway right of way for a distance of 310.53 feet; thence turn an angle to the right of 55 degrees 08 minutes 54 seconds and run in a Northeasterly direction for a distance of 362.54 feet again to a point on the Southeast right of way line of Mary Buckelew Parkway; thence turn an angle to the left of 28 degrees 57 minutes 55 seconds and run in a Northeasterly direction for a distance of 630.65 feet again to a point on the Southeast right of way line of Mary Buckelew Parkway; thence turn an angle to the right of 11 degrees 34 minutes and run in a Northeasterly direction along the Southeast right of way line of Mary Buckelew Parkway for a distance of 70.41 feet to a point of intersection with U.S. Highway No. 31 right of way; thence turn an angle to the right of 84 degrees 02 minutes 43 seconds and run in a Southeasterly direction along the Southwest right of way line of U.S. Highway No. 31 for a distance of 91.92 feet to a point on a curve, said curve being concave in a Northeasterly direction and having a central angle of 14 degrees 37 minutes 17 seconds and a radius of 2151.38 feet; thence turn an angle to the right (28 degrees 08 minutes 02 seconds to the chord of said curve) and run in a Southeasterly direction along the arc of said curve and along the Southwest



right of way line of U.S. Highway No. 31 for a distance of 549.01 feet; thence turn an angle to the right of (82 degrees 18 minutes 37 seconds) from the chord of last mentioned curve) and run in a Southwesterly direction for a distance of 29.68 feet to a point on the Southwest right of way line of U.S. Highway No. 31; thence turn an angle to the left of 89 degrees 10 minutes 05 seconds and run in a Southeasterly direction along the Southwest right of way line of U.S. Highway No. 31 for a distance of 305.35 feet; thence turn an angle to the left of 34 degrees 09 minutes 48 seconds and run in a Southeasterly direction for a distance of 36.09 feet; thence turn an angle to the right of 133 degrees 00 minutes 08 seconds and run in a Southwesterly direction for a distance of 751.13 feet; thence turn an angle to the right of 0 degrees 3 minutes 51 seconds and run in a Southwesterly direction for a distance of 711.27 feet, more or less, to the point of beginning.

**Jefferson County Parcel II:**

Part of the SW 1/4 of Section 23, Township 15 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the SW corner of said Section 23 and run in an Easterly direction along the South line of said Section 23 for a distance of 1323.0 feet; thence turn an angle to the left of 92 degrees 28 minutes 50 seconds and run in a Northerly direction for a distance of 650.95 feet; thence turn an angle to the right of 92 degrees 25 minutes 25 seconds and run in an Easterly direction for a distance of 574.07 feet; thence turn an angle to the left of 90 degrees 43 minutes 22 seconds and run in a Northerly direction for a distance of 689.08 feet, more or less, to an existing axle found, being the point of beginning; thence turn an angle to the left of 105 degrees 05 minutes 47 seconds and run in a Southwesterly direction for a distance of 520.96 feet; thence turn an angle to the right of 89 degrees 55 minutes 17 seconds and run in a Northwesterly direction for a distance of 338.75 feet; thence turn an angle to the right of 89 degrees 57 minutes 21 seconds and run in a Northeasterly direction for a distance of 876.70 feet to a point on the Southwest right of way line of U.S. Highway No. 31; thence turn an angle to the right of 78 degrees 47 minutes 50 seconds and run in a Southeasterly direction along the Southwest right of way line of U.S. Highway No. 31 for a distance of 238.12 feet; thence turn an angle to the right of 11 degrees 18 minutes 36 seconds and run in a Southeasterly direction along the Southwest right of way line of U.S. Highway No. 31 for a distance of 213.03 feet; thence turn an angle to the right of 104 degrees 46 minutes 07 seconds and run in a Westerly direction for a distance of 415.80 feet, more or less, to the point of beginning.



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