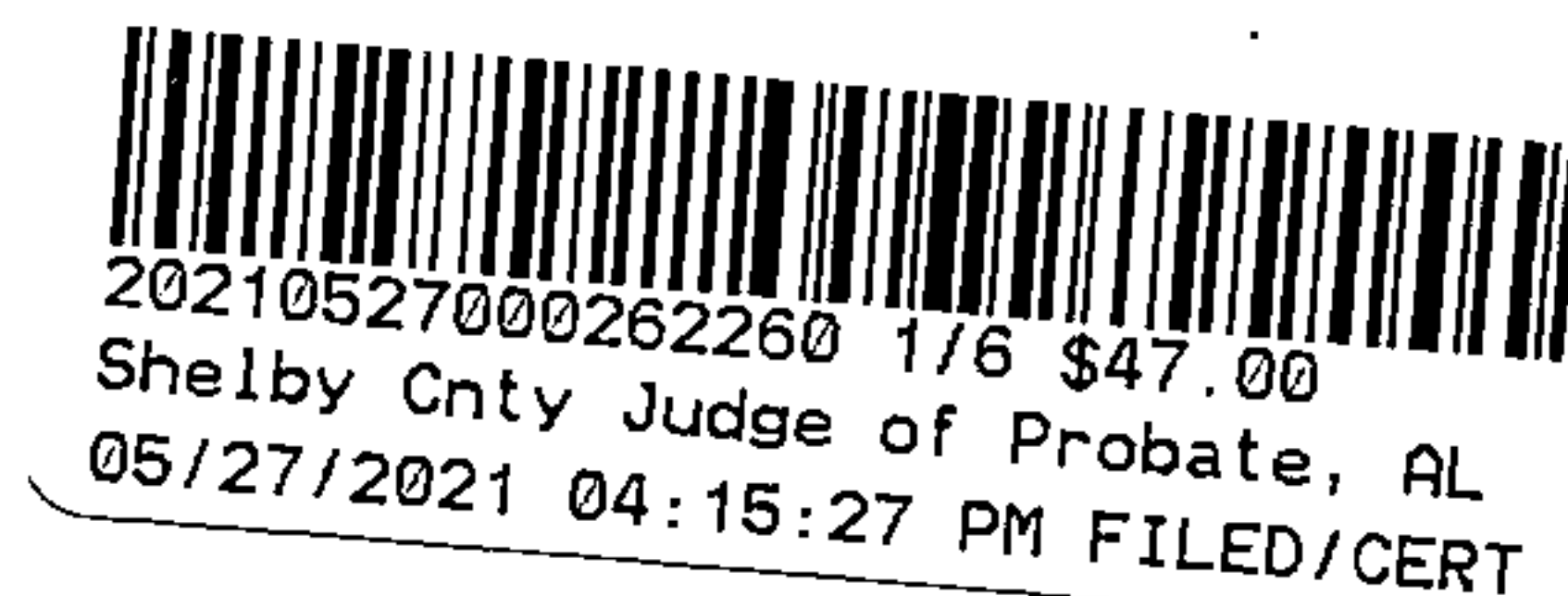


UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Jackie Cox (208) 577-5000
B. E-MAIL CONTACT AT FILER (optional) jcox@a10capital.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) A10 Capital, LLC 800 W. Main Street, Suite 1100 Boise, Idaho 83702



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 Lennox 3, LLC				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 3505 Bent River Road	CITY Vestavia Hills	STATE AL	POSTAL CODE 35216	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME A10 Capital, LLC				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 800 W. Main Street, Suite 1100	CITY Boise	STATE ID	POSTAL CODE 83702	COUNTRY USA

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

See attached Exhibit "A" for collateral description.

TO BE RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

This financing statement is to be cross-indexed in the real estate mortgage records.

This financing statement is filed as additional security for the indebtedness secured by a certain mortgage executed by the Debtor in favor of the Secured Party and recorded concurrently with the filing of this financing statement.

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/Licenser	
8. OPTIONAL FILER REFERENCE DATA: A10 Loan #AP-AL-TJ-21-015-0455-001 (Lennox Townhomes)	

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

Lennox 3, LLC


OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX


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Shelby Cnty Judge of Probate, AL
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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 attached Exhibit "B" for legal description.

Street Address:
940, 950, 954, 958, 962, 966, 970, 974, 978, 985 Lennox Boulevard;
4004,4005, 4008, 4009, 4012, 4013, 4016, 4017, 4020, 4021, 4024,
4025, 4028, 4029, 4032, 4036 Lennox Road; 4203, 4206 4207, 4211,
4215, 4219, 4223 Lennox Drive; and 4139, 4143, 4147, 4151, 4155,
4159, 4163, 4167, 4171, 4177 Lennox Way;
Vestavia Hills, Alabama

17. MISCELLANEOUS:

Exhibit "A"
to
UCC-1 Financing Statement

Collateral Description


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Collateral is collectively described as follows:

- (1) the real property located in Jefferson County and Shelby County, Alabama, as further described in Exhibit "B" annexed hereto, together with any greater estate therein which hereafter may be acquired by Debtor (the "**Land**");
- (2) all buildings, structures and other improvements, now or at any time situated, placed or constructed upon the Land (the "**Improvements**");
- (3) all materials, supplies, equipment, apparatus and other items of personal property and fixtures now owned or hereafter acquired by Debtor and now or hereafter attached to, installed in, or used in connection with any of the Improvements or the Land, and water, gas, electrical, storm and sanitary sewer facilities, and all other utilities whether or not situated in easements (the "**Fixtures**");
- (4) all right, title and interest of Debtor in and to all goods, accounts, general intangibles, instruments, documents, chattel paper, choses in action, and all other personal property of any kind or character, including such items of personal property as defined in the UCC, now owned or hereafter acquired by Debtor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land and Improvements or which may be used in or relating to the planning, development, financing or operation of the collateral described herein, including, without limitation, account receivables, payment intangibles, letters of credit, deposit accounts, investment property, commercial tort claims, furniture, furnishings, equipment, machinery, money, insurance proceeds, accounts, contract rights, trademarks, goodwill, chattel paper, documents, trade names, licenses and/or franchise agreements, rights of Debtor under leases of fixtures or other personal property or equipment, general intangibles, inventory, all refundable, returnable, or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Debtor with any governmental authorities, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees, and development costs (the "**Personalty**");
- (5) all plans, specifications, shop drawings, and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof;
- (6) all leases, other rental agreements, subleases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or hereafter made at any time while that certain Mortgage With Assignment of Leases and Rents, Security Agreement and Fixture Filing from Debtor, as mortgagor, to Secured Party, as mortgagee, is in effect), together with any extensions or renewals thereof, which grant a possessory interest in, or the right to use, all or any part of the Land and Improvements, together with all related security and other deposits (the "**Leases**");

- (7) rents, revenues, income, proceeds, profits, security and other types of deposits, termination fees, and other benefits paid or payable by parties to the Leases other than Debtor, for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Land and Improvements;
- (8) all other agreements, such as construction contracts, architects agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Land and Improvements;
- (9) all rights, privileges, tenements, hereditaments, rights of way, easements, appendages and appurtenances appertaining to the foregoing, and all right, title and interest, if any, of Debtor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof;
- (10) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the aforesaid property now or hereafter acquired by Debtor;
- (11) all of Debtor's right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty;
- (12) all mineral, water, oil and gas rights now or hereafter acquired relating to all or any part of the Land; and
- (13) all accessions, replacements and substitutions for any of the foregoing and all cash and non-cash proceeds of the foregoing.

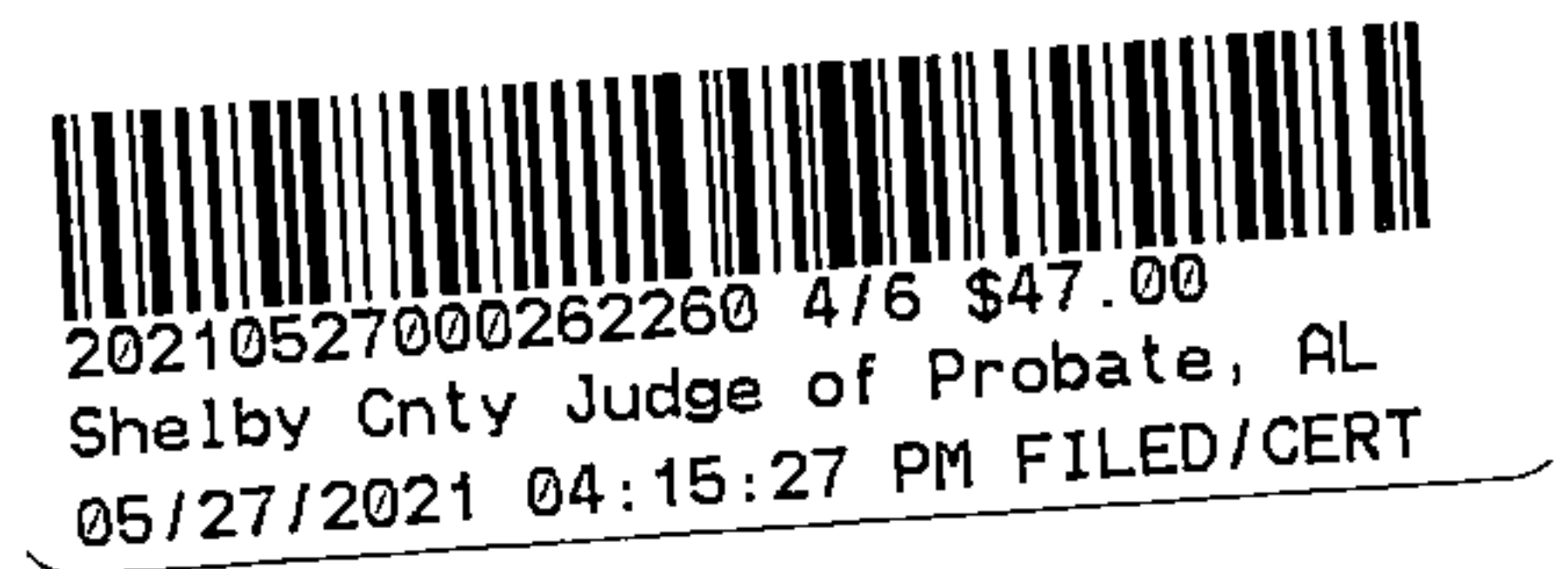


Exhibit "B"
to
UCC-1 Financing Statement

Legal Description of Land



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Shelby Cnty Judge of Probate, AL
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Tract I

Lots 1 through 35 inclusive according to A Resurvey of Lennox Townhomes Phase 1 as recorded in Map Book 247, Page 83, in the Office of the Judge of Probate of Jefferson County, Alabama.

Together with and subject to all roadways, common areas and other real property interest located within the boundaries of A Resurvey of Lennox Townhomes Phase 1 as recorded in Map Book 247, Page 83, in the Office of the Judge of Probate of Jefferson County, Alabama.

Together with and subject to Agreement For Easement dated March 7th 2018 from John T. Posey and wife Debra G. Posey and Lennox, LLC recorded in Instrument 2018023340 in the Office of the Judge of Probate of Jefferson County, Alabama.

Tract II

Lot A, according to the First Addition to A Resurvey of Lennox Townhomes Phase 1 Map of Intent as recorded in Map Book 250, Page 17, in the Office of the Judge of Probate of Jefferson County, Alabama, together with any improvements contiguous to Lot A that may be situated in Shelby County lying Southwest of Lennox Blvd.

Lots CE-A, CE-B, CE-C, CE-D, CE-E and CE-F according to the First Addition to A Resurvey of Lennox Townhomes Phase 1 Map of Intent as recorded in Map Book 250, Page 17, in the Office of the Judge of Probate of Jefferson County, Alabama.

Together with and subject to all roadways, common areas and other real property interest located within the boundaries of the First Addition to A Resurvey of Lennox Townhomes Phase 1 Map of Intent as recorded in Map Book 250, Page 17, in the Office of the Judge of Probate of Jefferson County, Alabama.

Together with improvements along that portion of Lennox Boulevard, Lennox Road and Lennox Drive lying in Shelby County, Alabama for purposes ingress and egress to and from Tract I and Tract II; also any public or private utilities as set forth in A Resurvey of Lennox, A Condominium as recorded in Map Book 51, Page 10 in the Office of the Judge of Probate of Shelby County, Alabama.

Together with and subject to real property rights as established under Agreement for Reciprocal Easements for Ingress and Egress and Utilities dated 10th day of May, 2021 and recorded in Instrument 2021061789 in the Probate Office of Jefferson County, Alabama and Instrument _____ in the Probate Office of Shelby County, Alabama.

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Street Address: 940, 950, 954, 958, 962, 966, 970, 974, 978, 985 Lennox Boulevard;
4004, 4005, 4008, 4009, 4012, 4013, 4016, 4017, 4020, 4021, 4024, 4025,
4028, 4029, 4032, 4036 Lennox Road; 4203, 4206 4207, 4211, 4215, 4219,
4223 Lennox Drive; and 4139, 4143, 4147, 4151, 4155, 4159, 4163, 4167,
4171, 4177; Lennox Way, Vestavia Hills, Alabama 35216

Tax Parcel ID: 40 00 07 4 004 001.000, 40 00 07 4 004 001.001, 40 00 07 4 004 001.002, 40 00
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40 00 18 1 001 002.002 and 40 00 18 1 001 002.032

