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This instrument was prepared by and after recording return to:

Burr & Forman LLP
171 Seventeenth Street NW
Suite 1100
Atlanta, Georgia 30363
Attention: Ed Snow, Esq.

**MORTGAGE, ASSIGNMENT OF LEASES
AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING**

BY

**COOSA COMPOSITES HOLDINGS, LLC
c/o JBA Capital, LLC
6001 River Road, Suite 100
Columbus, Georgia 31904**

IN FAVOR OF

**SYNOVUS BANK
1137 1st Avenue
Uptown Center, 3rd Floor
Columbus, Georgia 31901**

Dated: July 2, 2021

**THIS MORTGAGE SERVES AS A FINANCING STATEMENT FILED AS A FIXTURE FILING,
PURSUANT TO SECTION 7-9A-502(c), CODE OF ALABAMA 1975, AS AMENDED.**

**MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT, AND FIXTURE FILING**

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Mortgage"), dated as of July 2, 2021, by **COOSA COMPOSITES HOLDINGS, LLC**, a Georgia limited liability company, as mortgagor, whose address is c/o JBA Capital, LLC, 6001 River Road, Suite 100, Columbus, Georgia 31904 (hereinafter referred to as "Borrower"), in favor of **SYNOVUS BANK**, as mortgagee and secured party, whose address is 1137 1st Avenue, Uptown Center, 3rd Floor, Columbus, Georgia 31901 Attention: Corporate Banking (E. Tikkanen) (hereinafter referred to as "Lender" said term referring always to the lawful owner and holder of the Secured Obligations (as herein defined)).

WITNESETH:

Borrower is indebted to Lender for (i) a revolving loan from Lender to Borrower in the stated principal amount of up to \$1,000,000 (the "Revolving Loan") and (ii) a term loan from Lender to Borrower in the stated principal amount of \$6,000,000 (the "First Term Loan" together with the Revolving Loan, the "Existing Loans"). The Existing Loans are evidenced by that certain Loan Agreement dated May 31, 2019 by and between Borrower and Lender (said Loan Agreement and any and all extensions and renewals thereof, amendments thereto and substitutions, restatements, or replacements therefor is referred to herein as the "Loan Agreement"; *any terms not defined herein shall have the meanings ascribed to such terms in the Loan Agreement*). Borrower has requested that Lender extend to Borrower an additional term loan in the stated principal amount of \$2,700,000 (the "Second Term Loan", together with the Existing Loans, collectively, the "Loans"). As a condition precedent to issuing the Second Term Loan, Lender has required that Borrower execute and deliver this Mortgage as security for the Loans and the other Secured Obligations (as hereinafter defined).

ARTICLE 1: GRANTS OF SECURITY

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), and other valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, and in order to secure the hereinafter defined Secured Obligations, Borrower does hereby grant, bargain, sell, convey, give, assign, warrant, transfer, pledge and set over unto Lender and its successors and assigns, with power of sale, and grants Lender and its successors and assigns a security interest in all of Borrower's interest in the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances, and appurtenances, including all replacements and additions thereto and all cash and non-cash proceeds thereof (hereinafter referred to collectively as the "Property"), to wit:

(a) The tracts, pieces, or parcels of land located in Shelby County, Alabama, more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land"), and all additional lands, estates and development rights hereafter acquired by Borrower for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental instrument or otherwise be expressly made subject to the lien of this Mortgage;

(b) All buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements, and improvements of every nature whatsoever now or hereafter erected or located on the Land (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, air rights, and development rights, minerals, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter located on, under, or

above the Land or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, appurtenances, reversions, and remainders whatsoever in any way belonging, relating, or appertaining to the Land and the Improvements or any part thereof, or which hereafter shall in any way belong, relate, or be appurtenant thereto, and all land lying in the bed of any street, road, or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof, and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim, and demand whatsoever, both at law and in equity, of Borrower of, in, and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(d) All "goods" and "equipment," as such terms are defined in Article 9 of the Uniform Commercial Code, as adopted and enacted by the State of Alabama (the "Uniform Commercial Code"), now owned or hereafter acquired by Borrower, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Borrower and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "Equipment"), including, without limitation, (i) the proceeds of any sale or transfer of the foregoing, (ii) the right, title and interest of Borrower in and to any of the Equipment that may be subject to any security interest, as defined in the Uniform Commercial Code, superior in priority to the security interest of Lender, and (iii) with respect to any Equipment that is leased to Borrower, all right, title, and interest of Borrower in and to all deposits and the benefit of all payments now or hereafter made with respect to such Equipment (provided that the foregoing provisions shall not be interpreted or construed as Lender's consent to such creation or attachment of any lien or security interest in and to the Equipment other than in favor of Lender);

(e) All Equipment now owned, or the ownership of which is hereafter acquired, by Borrower which is so related to the Land and Improvements that it is deemed fixtures or real property under the laws of the State of Alabama, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration, or repair of the Improvements or installation on the Land, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Borrower's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "Fixtures");

(f) All leases, usufructs, subleases, subtenancies, licenses, occupancy agreements, and concessions relating to the use and enjoyment of all or any part of the Land or the Improvements (the "Leases") heretofore or hereafter entered into whether before or after the filing by or against Borrower of any petition for relief under the United States Bankruptcy Code, 11 U.S.C. §§ 101 et seq. (as the same might be amended from time to time, the "Bankruptcy Code"), and any and all guaranties and other agreements relating to or made in connection with any of the Leases, and all right, title, and interest of Borrower, its successors and assigns therein and thereunder, to secure the performance by the lessees, sublessees, tenants, subtenants, permittees, licensees, and other obligees of their obligations thereunder and

all rents, additional rents, revenues, issues, and profits (including oil and gas or other mineral royalties and bonuses) from the Land and the Improvements, whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (the "Rents"), and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Secured Obligations, and all of Borrower's claims and rights to damages and any other remedies in connection with or arising from the rejection of any Lease by any tenant or any trustee, custodian, or receiver pursuant to the Bankruptcy Code in the event that there shall be filed by or against any tenant any petition, action or proceeding under the Bankruptcy Code or under any other similar federal or state law now or hereafter in effect;

(g) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, the Improvements, the Equipment, the Fixtures, or any of the other Property into cash or liquidated claims, including proceeds of all present and future fire, hazard, or casualty insurance policies and all condemnation awards or payments now or hereafter to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, Improvements, Equipment, Fixtures, or any of the other Property or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud, or concealment of a material fact;

(h) All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments, and deposits, whether now or hereafter to be received from third parties (including all earnest money deposits) or deposited by Borrower with Lender or third parties (including all utility deposits, accounts for the deposit, collection, and/or disbursement of Rents, and all reserve accounts provided for under any documentation entered into or delivered by Borrower in connection with the Loan), and all deposit accounts, chattel paper, instruments, documents, instruments, drafts and letter-of-credit rights (as each such term is defined in the Uniform Commercial Code), which arise from or relate to construction on the Land, to any business now or hereafter to be conducted on the Land, or to the Land and the Improvements generally;

(i) All franchises, trade names, trademarks, symbols, goodwill, service marks, trade styles, books, records, development and use rights, architectural and engineering plans, specifications and drawings, and as built drawings, contracts, licenses, approvals, applications, consents, subcontracts, service contracts, management contracts, permits, and other agreements of any nature whatsoever now or hereafter obtained or entered into by Borrower, or any managing agent of the Land and the Improvements on behalf of Borrower, with respect to the use, occupation, development, construction, management, name, chain affiliation, and/or operation of the Property or any part thereof or the activities conducted thereon or therein, or otherwise pertaining to the Property or any part thereof, including, without limitation, (i) all rights of Borrower to receive moneys due and to become due to it under or in connection with any of the foregoing, (ii) all rights of Borrower to damages arising out of or for a breach or default in respect thereof, and (iii) all rights of Borrower to perform and to exercise all remedies thereunder;

(j) All of Borrower's right, title and interest, now or hereafter acquired, to the payment of money from Lender (or any affiliate of Lender) to Borrower under any swap, derivative, foreign exchange, or hedge transaction or arrangement (or similar transaction or arrangement howsoever described or defined) at any time entered into between Borrower and Lender (or any affiliate of Lender) in connection with the Loan, including, without limitation, any Swap Agreement (as defined in the Loan Agreement);

(k) All rights that Borrower now has or may hereafter acquire, to be indemnified and/or held harmless from any liability, loss, damage, costs or expense (including, without limitation, attorneys' fees and disbursements) relating to the Property or any part thereof;

(l) All other tangible and intangible personal property of Borrower (whether or not subject to the Uniform Commercial Code), including, without limitation, all bank and other accounts and all cash and all investments therein, all proceeds, products, offspring, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the property of Borrower described in the preceding clauses of this Article, and all books, correspondence, files, and other records, including, without limitation, all tapes, disks, cards, software, data, computer readable memory, and any computer hardware or software necessary to access and process such memory in the possession of or under the control of Borrower or any other person from time to time acting for Borrower that at any time evidence or contain information relating to any of the property described in the preceding clauses of this Article or are otherwise necessary or helpful in the collection or realization thereof; and

(m) All proceeds of, additions and accretions to, substitutions and replacements for, and any changes in any of the property described above in this Article.

In the event that Borrower is the owner of a leasehold estate with respect to any portion of the Property and Borrower obtains a fee estate in such portions of the Property, then, such fee estate shall automatically, and without further action of any kind on the part of the Borrower, be and become subject to the security title and lien of this Agreement.

TO HAVE AND TO HOLD the Property and all parts, rights, members and appurtenances thereof, to the use, benefit and behoof of Lender, its successors and assigns forever, subject however to the terms and conditions herein.

- **PROVIDED, HOWEVER**, that these presents are upon the condition that, if the Borrower shall pay to the Lender the Secured Obligations, at the times and in the manner stipulated herein and in the other Loan Documents, all without any deduction or credit for taxes or other similar charges paid by the Borrower, and shall cause all other obligated parties to, keep, perform, and observe all and singular the covenants and promises herein and in each of the other Loan Documents expressed to be kept, performed, and observed, all without fraud or delay, then this Mortgage, and all the properties, interests, and rights hereby granted, bargained, and sold shall cease, determine, and be void, but shall otherwise remain in full force and effect.

AND the Borrower covenants and agrees with the Lender and represents and warrants unto Lender as follows:

ARTICLE 2: OBLIGATIONS SECURED

This Mortgage and the grants, assignments, and transfers made in Article I hereof are given for the purpose of securing the following obligations in any order of priority as Lender may determine in its sole discretion (the "Secured Obligations"):

(a) Payment of all indebtedness evidenced by the Loan Agreement and all other documents evidencing or securing the Loans (together with any substitutions, amendments, restatements, or replacements thereof, collectively, the "Loan Documents"), including principal, interest, default interest, late charges, prepayment consideration, and other sums, as provided in such Loan Documents, including, without limitation, all future advances and re-advances that may subsequently be made by Lender to Borrower evidenced by any promissory notes at any time evidencing the Loans or any portion thereof

(b) The full and prompt payment and performance of all of the provisions, agreements, covenants and obligations herein contained and contained in the Loan Agreement and the other Loan Documents, and the payment of all other sums herein and therein covenanted to be paid;

(c) Any and all additional advances made by Lender pursuant to this Mortgage or the other Loan Documents to protect or preserve the Property or the lien or security interest created hereby on the Property, or for taxes, assessments or insurance premiums as hereinafter provided or for performance of any of Borrower's obligations under the other Loan Documents or for any other purpose provided herein or in the other Loan Documents (whether or not the original Borrower remains the owner of the Property at the time of such advances);

(d) Any and all existing and future obligations of Borrower under any Swap Agreement (as defined in the Loan Agreement) on a pari passu basis with all other obligations secured hereby;

(e) Any and all other indebtedness now owing or which may hereafter be owing by Borrower to Lender, however and whenever incurred or evidenced, whether express or implied, direct or indirect, absolute or contingent, or due or to become due, and all renewals, modifications, consolidations, replacements and extensions thereof, it being contemplated by Borrower and Lender that Borrower might hereafter become so indebted to Lender; and

(f) Payment and performance of all modifications, amendments, extensions, consolidations, and renewals, however evidenced, of any of the obligations described in (a) through (e) above.

This Mortgage secures not only any existing Secured Obligations, but also future advances, whether such advances are obligatory or to be made at the option of Lender, or otherwise, and whether made before or after default or maturity or other similar events, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of the execution hereof and although there may be no Secured Obligations outstanding at the time any advance is made. Notwithstanding the reduction of the amount(s) secured hereby at any time to zero, this Mortgage shall remain in full force and effect until such time as the Secured Obligations have been paid and satisfied in full and Lender's commitment to make advances under the Loan has expired or has been terminated in accordance with the terms of the Loan Agreement at which time, this Mortgage shall be cancelled and surrendered.

ARTICLE 3: COVENANTS

3.01 Payment of Secured Obligations. Borrower will perform, observe and comply with the provisions hereof and of the Loan Agreement and other Loan Documents, and the Secured Obligations shall be timely paid and performed by Borrower. The payment and performance of all Secured Obligations are secured by this Mortgage. **NOTHING HEREIN OBLIGATES LENDER TO PROVIDE CREDIT IN EXCESS OF THE LOANS.**

3.02 Incorporation by Reference. All the covenants, conditions, and agreements contained in the Loan Agreement and other Loan Documents are hereby made a part of this Mortgage to the same extent and with the same force as if fully set forth herein.

3.03 Warranty of Title. Borrower is lawfully seized of an indefeasible estate in fee simple in the Property hereby mortgaged and has good and absolute title to all other Property in which a security interest is herein granted, and Borrower has, subject to Permitted Liens (as defined in the Loan Agreement), good right, full power, and lawful authority to sell, convey, mortgage and grant a security interest in the same in the manner and form aforesaid. Except for the Permitted Liens (as defined in the Loan Agreement), the Property is free and clear of all liens, charges, and encumbrances whatsoever, including conditional sales contracts, chattel mortgages, security agreements, financing statements, and anything of a similar



nature, and Borrower shall and will warrant and forever defend the title thereto unto Lender, its successors and assigns, against the lawful claims of all persons whomsoever.

3.04 Taxes, Utilities, and Other Charges.

(a) Borrower will pay, on or before the due date thereof, all taxes, assessments, levies, license fees, permit fees, dues, charges, fines, and impositions (in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen) of every character whatsoever (including all penalties and interest thereon) now or hereafter levied, assessed, confirmed, or imposed on, or in respect of, or which might constitute a lien upon the Property, or any part thereof, or any estate, right, or interest therein, or upon the rents, issues, income, or profits thereof, and shall submit to Lender such evidence of the due and punctual payment of all such taxes, assessments, and other fees and charges as Lender might require. Borrower shall have the right, before any such tax, assessment, fee, or charges become delinquent, to contest or object to the amount or validity of any such tax, assessment, fee, or charge by appropriate legal proceedings, provided that said right shall not be deemed or construed in any way as relieving, modifying, or extending Borrower's covenant to pay any such tax, assessment, fee, or charge at the time and in the manner provided herein unless (i) Borrower has given prior written notice to Lender of Borrower's intent to so contest or object, (ii) Borrower shall demonstrate to Lender's satisfaction that the legal proceedings shall conclusively operate to prevent the sale of the Property, or any part thereof, to satisfy such tax, assessment, fee, or charge prior to final determination of such proceedings, (iii) Borrower shall furnish a good and sufficient bond or surety as requested by and satisfactory to Lender, and (iv) Borrower shall have provided a good and sufficient undertaking as might be required or permitted by law to accomplish a stay of such proceedings.

(b) Borrower will pay, on or before the due date thereof, (i) all ground rentals, other lease rentals, and other sums, if any, owing by Borrower and becoming due under any lease or rental contract affecting the Property, and (ii) all utility charges that are incurred by Borrower for the benefit of the Property, or which might become a charge or lien against the Property for gas, electricity, water, sewer services, and the like furnished to the Property, and all other public or private assessments or charges of a similar nature affecting the Property or any portion thereof, whether or not the nonpayment of same might result in a lien thereon.

(c) Borrower shall not suffer any mechanic's, materialman's, laborer's, statutory, or other lien to be created or remain outstanding against the Property; provided that Borrower may contest any such lien in good faith by appropriate legal proceedings provided the lien is bonded off and removed as an encumbrance upon the Property. Lender has not consented and will not consent to the performance of any work or the furnishing of any materials that might be deemed to create a lien or liens against the Property that is superior to the lien and security interest hereof.

(d) Borrower will pay, on or before the due date thereof, or otherwise in accordance with the other Loan Documents, all taxes, assessments, charges, expenses, costs, and fees that might now or hereafter be levied upon, or assessed or charged against, or incurred in connection with, the Loan Agreement or any other Loan Documents, the Secured Obligations or this Mortgage, including, without limitation, any sales or use tax that might be imposed on Lender with respect to the Secured Obligations. In the event of the passage of any state, federal, municipal, or other governmental law, order, rule, or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of deeds to secure debt or security agreements, or debts secured thereby, or in the manner of collecting such taxes, so as to adversely affect Lender (excluding any tax upon Lender's income derived from the Secured Obligations), Borrower will pay any such tax on or before the due date thereof.

3.05 Insurance.

(a) Borrower shall cause the Property to be insured for the mutual benefit of Borrower and Lender against loss or damage by fire and against loss or damage by other risks and hazards covered by a standard "all risk" insurance policy. The amount of such insurance shall be not less than 100.00% of the full replacement cost of the Improvements, furniture, furnishings, fixtures, equipment and other items (whether personalty or fixtures) included in the Property and owned by Borrower from time to time, without reduction for depreciation, but excluding footings and foundations and parts of the Property to the extent not insurable. The determination of the replacement cost amount shall be adjusted annually to comply with the requirements of the insurer issuing such coverage or, at Lender's election, by reference to such indices, appraisals or information as Lender determines in its reasonable discretion. Full replacement cost, as used herein, means, with respect to the Improvements, the cost of replacing the Improvements without regard to deduction for depreciation, exclusive of the cost of excavations, foundations and footings below the lowest basement floor, and means, with respect to such furniture, furnishings, fixtures, equipment and other items, the cost of replacing the same, in each case, with inflation guard coverage to reflect the effect of inflation. Each such policy or policies, if so required, shall contain (i) a replacement cost endorsement and either an agreed amount endorsement (to avoid the operation of any co-insurance provisions) or a waiver of any co-insurance provisions, and (ii) a waiver of any terrorism exclusion, all subject to Lender's reasonable approval. The premiums or the policies of insurance carried in accordance with this Section shall be paid annually in advance.

(b) Borrower, at its sole cost and expense, for the mutual benefit of Borrower and Lender, shall also obtain and maintain during the entire term of this Mortgage the following insurance policies:

(i) Flood insurance if any part of the Improvements is located in an area identified by the Federal Emergency Management Agency as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (and any successor act thereto) in an amount equal to at least the then full replacement value of the Property or the amount of flood insurance available under said Act, whichever is less;

(ii) Comprehensive general liability insurance, including broad form property damage, blanket contractual and personal injuries (including death resulting therefrom) coverages on an "occurrence basis" with minimum combined single limit coverage of not less than \$2,000,000.00;

(iii) Worker's compensation insurance covering all persons employed by Borrower with respect to Improvements;

(iv) Such other insurance as may from time to time be reasonably and customarily required by Lender in order to protect its interests in the Property.

(c) All insurance policies required pursuant to this Section (the "Policies") (i) shall be issued by an insurer satisfactory to Lender in its sole discretion, (ii) shall contain the standard New York mortgagee or equivalent non-contribution clause naming Lender as the person to which all payments made by such insurance company shall be paid, (iii) shall be maintained throughout the term of this Mortgage without cost to Lender, (iv) a certificate thereof shall be delivered to Lender, (v) shall contain such provisions as Lender deems reasonably necessary or desirable to protect its interest including, without limitation, endorsements providing that neither Borrower, Lender nor any other party shall be a coinsurer under the Policies and that Lender shall receive at least 30 days prior written notice of any modification or cancellation, and (vi) shall be reasonably satisfactory in form and substance to Lender and shall be reasonably approved by Lender as to amounts, form, risk coverage, deductibles, loss payees and insureds.

Not later than ten days prior to the expiration date of each of the Policies, Borrower shall deliver to Lender satisfactory evidence of the renewal of each Policy.

(d) If, within forty-five (45) days of receipt of notification from Lender that the Property has been reclassified by FEMA as being located in a special flood hazard area, Borrower has not provided sufficient evidence of flood insurance, Lender is mandated under federal law to purchase flood insurance on behalf of Borrower, and Lender will add the associated costs to the principal balance of the Second Term Loan and such amount shall be secured by this Mortgage. If the land or any portion thereof is located in a special flood hazard area, this Mortgage may be terminated by Lender at its sole option;

(e) If the Property or any part thereof is damaged by fire or any other cause, Borrower will give immediate written notice of the same to Lender. Provided that an Event of Default is not then existing, Borrower shall have the right to adjust or compromise any loss under any Policies; provided, however, that if the cost to make the required repairs will exceed the Casualty Benchmark (as hereafter defined), the reasonable consent of Lender shall be required as to the amount thereof. If an Event of Default is existing, Lender shall be authorized and empowered, at its option, to adjust or compromise any loss under any Policies and to collect and receive the proceeds from any such Policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to Lender as its interest might appear, instead of to Borrower and Lender jointly. If an Event of Default is existing, and any insurance company fails to disburse directly and solely to Lender but instead disburses either solely to Borrower or to Borrower and Lender jointly, Borrower agrees immediately to endorse and transfer such proceeds to Lender to the extent of Lender's interest therein. Upon the failure of Borrower to endorse and transfer such proceeds as aforesaid, if an Event of Default is existing, Lender may execute such endorsements or transfers for and in the name of Borrower, and Borrower hereby irrevocably appoints Lender as Borrower's agent and attorney-in-fact so to do. Lender shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure. The proceeds of any insurance collected by Lender arising from any casualty affecting the Property, after deduction of Lender's reasonable costs and expenses (including, but not limited to, reasonable legal costs and expenses actually incurred), in collecting the same, shall be applied as provided in Section 3.06 below.

3.06 Reserve for Impositions. If an Event of Default exists, then following written demand from Lender, without waiver of any other rights and remedies of Lender, Borrower shall make a monthly deposit into an account established with Lender or such other depository institution acceptable to Lender (the "Impositions Reserve"), an amount equal to 1/12th of the amount estimated by Lender to be sufficient to enable Lender to pay, at least 30 days before they become due, any tax, assessment, charge, rental, or insurance premiums due with respect to the Property (collectively, "Impositions"). No interest shall be payable to Borrower in respect to moneys deposited in the Impositions Reserve. Within thirty (30) days following written demand of Lender, Borrower agrees to deliver to Lender such additional moneys as are necessary to make up any deficiencies in the amounts necessary to enable Lender to pay the Impositions when due. If the total of such deposits exceeds the amount required to pay the Impositions when due and to establish adequate reserves for the payment of such deductibles, such excess shall be held and credited against the obligation to make subsequent deposits into the Impositions Reserve. Borrower hereby pledges to Lender any and all monies now or hereafter deposited in the Impositions Reserve as additional security for the Secured Obligations. Upon the occurrence and during the continuance of an Event of Default (as hereinafter defined), Lender may apply any sums then present in the Impositions Reserve to the payment of the Secured Obligations in any order or priority as Lender might elect in its sole discretion.

3.07 Condemnation. Borrower shall promptly give Lender written notice of the actual or threatened commencement of any condemnation or eminent domain proceeding affecting the Property and shall deliver to Lender copies of any and all papers served in connection with such proceedings. No taking by any public or quasi-public authority through eminent domain or otherwise (including but not limited to any transfer made in lieu of or in anticipation of the exercise of such taking) shall limit or otherwise affect

Borrower's obligations under the Loan Agreement, this Mortgage, or any of the other Loan Documents to which Borrower is a party. Provided an Event of Default is not then existing, Borrower shall have the right to commence, appear in, and prosecute, through counsel selected by Borrower and approved of by Lender in its reasonable discretion, in its own or in Borrower's name, any action or proceeding relating to any such condemnation and to compromise or settle any claim for compensation, subject to Lender's approval of any final settlement. In the event an Event of Default is then existing, Lender is authorized, at its option, to commence, appear in, and prosecute, through counsel selected by Lender, in its own or in Borrower's name, any action or proceeding relating to any such condemnation. If an Event of Default exists, Lender shall have the sole and exclusive right to compromise or settle any claim for compensation in Lender's reasonable discretion. All such compensation, awards, damages, claims, rights of action, and proceeds and the right thereto are hereby assigned by Borrower to Lender, and Lender is authorized, at its option, to collect and receive all such compensation, awards, or damages and to give proper receipts and acquittances therefor without any obligation to question the amount of any such compensation, awards, or damages. Lender will be entitled to all compensation, awards, and other payments or relief therefor without any obligation to question the amount of any such compensation awards or damages. If the Property is sold, through foreclosure or otherwise, prior to the receipt by Lender of such award or payment, Lender shall have the right, whether or not a deficiency judgment on the Notes shall have been sought, recovered or denied, to receive said award or payment, or a portion thereof sufficient to pay the Secured Obligations. Borrower shall file and prosecute or cause to be filed and prosecuted its claim or claims for any such award or payment in good faith and with due diligence and cause the same to be paid over to Lender, and hereby irrevocably authorizes and empowers Lender, in the name of Borrower or otherwise, to collect and receive any such award or payment and to file and prosecute such claim or claims, and although it is hereby expressly agreed that the same shall not be necessary in any event, Borrower shall, upon demand of Lender, make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning any such award or payment to Lender, free and clear of any encumbrances of any kind or nature whatsoever. Any such compensation, awards, and other payments received by Lender, after deducting therefrom all of Lender's expenses incurred in the collection and administration of such sums, including reasonable attorney's fees actually incurred, shall be applied in accordance with the Loan Agreement.

3.08 Restoration and Repair of the Property. In the event of a casualty or a taking by eminent domain of all or other portion of the Property, Borrower shall, if such insurance or condemnation proceeds are made available for such purpose and Borrower accepts such proceeds, restore promptly the Property to the equivalent of its original condition (a "Restoration"), regardless of sufficiency of the Net Proceeds (as defined below) for such purpose. Lender will make the Net Proceeds available to Borrower for the Restoration subject to the following terms and conditions:

(a) In the event that (i) the net proceeds of insurance received by Lender as a result of damage or destruction of the Property, or in the case of condemnation, the net amount of all awards and payments received by Lender with respect to such taking, after deduction of Lender's reasonable costs and expenses (including, but not limited to, reasonable legal costs and expenses actually incurred), in collecting the same, whichever the case may be (the "Net Proceeds") do not exceed \$400,000.00 (the "Casualty Benchmark"), (ii) the costs of completing the Restoration, as reasonably estimated by Lender, shall be less than or equal to the Casualty Benchmark, (iii) no Event of Default shall have occurred and be continuing, (iv) the Property and the use thereof after the Restoration shall be in compliance with, and permitted under, all applicable laws, (v) such casualty or taking, as applicable, does not materially impair access to the Land or to the Improvements, then Lender shall disburse the entire Net Proceeds directly to Borrower, and Borrower shall commence and diligently prosecute to completion the Restoration to as nearly as possible the condition the Property was in immediately prior to such fire or other casualty or to such taking or to such other condition as may be agreed upon between Borrower and Lender. Borrower shall segregate the Net Proceeds from other funds of Borrower to be used to pay for the cost of the Restoration in accordance with the terms hereof.

(b) If the Net Proceeds are greater than the Casualty Benchmark, then, at the election of Borrower, either (i) the Net Proceeds shall be applied towards the payment of the Secured Obligations without any prepayment fee or penalty or (ii) such Net Proceeds shall be held by Lender in a segregated account to be made available to Borrower for the Restoration in accordance with the provisions of this Section 3.08. Borrower shall commence and diligently prosecute to completion the Restoration of the Property (in the case of a taking, to the extent the Property is capable of being restored). The Net Proceeds shall be made available to Borrower for payment of, or, at Borrower's election, reimbursement of Borrower's expenses in connection with, the Restoration, subject to the following conditions:

- (1) No Event of Default shall have occurred and be continuing;
- (2) Lender shall, within a reasonable period to time prior to request for initial disbursement of the Net Proceeds, be furnished with an estimate of the cost of the Restoration accompanied by certification as to such costs from an independent architect retained by Borrower and, at Lender's option, a consultant retained by Lender, and appropriate plans and specifications for the Restoration;
- (3) The Net Proceeds, together with any cash or cash equivalent deposited by Borrower with Lender, are sufficient to cover the cost of the Restoration as such costs are certified by the independent architect;
- (4) Lender shall be satisfied that any operating deficits, including debt service on the Loan, that shall be incurred with respect to the Property as a result of the occurrence of any such casualty or taking, whichever the case may be, shall be covered out of the Net Proceeds or other funds of Borrower;
- (5) Lender shall be satisfied that, upon the completion of the Restoration, the value of the Property shall be restored to levels that existed prior to such casualty or condemnation;
- (6) The Restoration can reasonably be completed on or before the earlier to occur of (i) six (6) months prior to the earliest maturity of the Notes and (ii) the date required pursuant to applicable laws;
- (7) The Property and the use thereof after the Restoration shall be in compliance with, and permitted under, all applicable laws; and
- (8) Such fire or other casualty or taking, as applicable, does not materially impair access to the Land or the Improvements.

The Net Proceeds will be held by Lender, and until disbursed in accordance with the provisions of this Section 3.08, will constitute additional security for the Secured Obligations. The Net Proceeds shall be disbursed by Lender to, or directed by, Borrower from time to time during the course of the Restoration, in accordance with the disbursement procedures and conditions customarily used by Lender. If at any time the Net Proceeds or the undisbursed balance thereof shall not, in the opinion of Lender, be sufficient to pay in full the balance of the costs which are estimated by Lender to be incurred in connection with the completion of the Restoration, Borrower shall deposit the deficiency (the "Net Proceeds Deficiency") with Lender before any further disbursement of the Net Proceeds shall be made. The Net Proceeds Deficiency deposited with Lender shall be held by Lender and shall be disbursed for costs actually incurred in connection with the Restoration on the same conditions applicable to the disbursement of the Net Proceeds, and until so disbursed pursuant to this Section 3.08 shall constitute additional security for the Secured Obligations.

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(c) The excess, if any, of the Net Proceeds and the remaining balance, if any, of the Net Proceeds Deficiency deposited with Lender after Lender verifies that the Restoration has been completed and the receipt by Lender of evidence satisfactory to Lender that all costs incurred in connection with the Restoration have been paid in full, shall be remitted by Lender to Borrower, provided that no Event of Default has occurred and is continuing. Any Net Proceeds not required (i) to be made available for the Restoration or (ii) to be returned to Borrower as excess Net Proceeds pursuant to the preceding sentence shall be retained and applied by Lender toward the payment of the Secured Obligations, whether or not then due and payable, in such order, priority, and proportions as Lender in its discretion shall deem proper or, at the discretion of Lender, the same shall be paid, either in whole or in part, to Borrower.

3.09 Care of Property. Borrower will preserve and maintain the Property in good condition and repair, will not commit or suffer any physical waste, and will not do or suffer to be done anything that will increase the risk of fire or other hazard to the Property or any part thereof. Borrower will maintain the insurance required by this Mortgage. Lender is hereby authorized to enter upon and inspect the Property at any time during normal business hours. Borrower will comply promptly with all present and future laws, ordinances, rules, and regulations of any governmental authority affecting the Property or any part thereof, including, without limitation, the Americans with Disabilities Act and regulations thereunder, and all applicable laws, ordinances, rules and regulations relating to zoning, building codes, set back requirements, and environmental matters.

3.10 Leases and Management Agreements. Borrower shall not, without the prior written consent and approval of Lender, enter into any Lease or permit any tenancy of or affecting the Property, or enter into or permit any management agreement, of or affecting the Property, except as expressly permitted under the Loan Documents.

3.11 Expenses. Borrower will pay or reimburse Lender for all reasonable attorneys' fees, costs and expenses actually incurred by Lender in any proceedings involving the estate of a decedent or an insolvent, or in any action, legal proceeding or dispute of any kind in which Lender is made a party, or appears as party plaintiff or defendant, affecting the Secured Obligations, this Mortgage or the interest created herein, or the Property, including but not limited to the exercise of any power of sale of this Mortgage, any condemnation action involving the Property, any dispute or other matter involving a Lease or any tenant thereunder, or any action to protect the security hereof, and any such amounts paid by Lender shall be added to the Secured Obligations.

3.12 Further Assurances; After Acquired Property. At any time, and from time to time, upon request by Lender, Borrower will make, execute and deliver or cause to be made, executed and delivered, to Lender, any and all other further instruments, certificates, and other documents as may, in the reasonable opinion of Lender, be necessary or desirable to (a) perfect and protect the lien and security interest created or purported to be created hereby, (b) enable Lender to exercise and enforce any and all rights and remedies hereunder in respect of the Property, or (c) effect otherwise the purposes of this Mortgage, including, without limitation, (i) executing and filing such financing or continuation statements, or amendments thereto, as may be necessary or desirable or that Lender might request to perfect and preserve the security interest created by this Mortgage as a first and prior security interest upon and security title in and to all of the Property (subject to Permitted Liens (as defined in the Loan Agreement)), whether now owned or hereafter acquired by Borrower, (ii) if certificates of title are now or hereafter issued or outstanding with respect to any of the Property, by immediately causing the interest of Lender to be properly noted thereon at Borrower's expense, and (iii) furnishing to Lender from time to time statements and schedules further identifying and describing the Property and such other reports in connection with the Property as Lender might reasonably request, all in reasonable detail; provided, however, that no such further instruments, certificates or other documents shall expand Borrower's obligations or liabilities beyond those expressly set forth in the Loan Documents. Upon any failure by Borrower to do so, following ten (10) days written notice from Lender, Lender may make, execute, and record any and all such instruments, certificates, and

documents for and in the name of Borrower, and Borrower hereby irrevocably appoints Lender the agent and attorney-in-fact of Borrower so to do, which power of attorney is coupled with an interest and irrevocable. The lien and security interest hereof shall attach automatically without any further act or deed required of Borrower or Lender to all after-acquired property of the kind described herein attached to or used in connection with the operation of the Property or any part thereof.

3.13 Indemnification of Expenses.

(a) Borrower will pay, reimburse, and indemnify Lender for all reasonable attorney's fees, costs, and expenses incurred by Lender in any suit, action, trial, appeal, bankruptcy or other legal proceeding or dispute of any kind in which Lender is made a party or appears as party plaintiff or defendant, affecting the Secured Obligations, this Mortgage or the interests created herein, or the Property, or any appeal thereof, including, but not limited to, any foreclosure action, any condemnation action involving the Property or any action to protect the security hereof, any bankruptcy or other insolvency proceeding commenced by or against Borrower, any lessee of the Property (or any part thereof), or any guarantor of any of the Secured Obligations, and any such amounts paid by Lender shall be added to the Secured Obligations and shall be secured by this Mortgage. Borrower will indemnify and hold Lender harmless from and against all act, out-of-pocket claims, damages, and expenses, including reasonable attorney's fees and court costs, resulting from any action by a third party against Lender relating to this Mortgage or the interests created herein, or the Property, including, but not limited to, any action or proceeding claiming loss, damage or injury to person or property, or any action or proceeding claiming a violation of any national, state or local law, rule or regulation, provided, that, Borrower shall not be required to indemnify Lender for matters to the extent caused by the willful misconduct or gross negligence of Lender.

(b) Borrower acknowledges that it has undertaken the obligation to pay all mortgage taxes, recording taxes, intangibles taxes and documentary taxes now or hereafter due in connection with the Secured Obligations, and Borrower agrees to indemnify and hold Lender harmless from any such mortgage taxes, recording taxes, intangibles taxes and documentary stamp taxes, and any interest or penalties, that Lender might hereafter be required to pay in connection with the Secured Obligations. The agreements of this subsection (b) shall expressly survive satisfaction of this Mortgage and the repayment of the Secured Obligations.

3.14 Estoppel Certificates. After request by Lender, Borrower, within ten (10) days, shall furnish Lender or any proposed assignee with a statement, duly acknowledged and certified, setting forth (a) that all Leases are in full force and effect and (provided the Property is not a residential multifamily property) have not been modified (or if modified, setting forth all modifications), (b) the date to which the Rents thereunder have been paid pursuant to the Leases, (c) the amount of security deposits held by Borrower under Leases and that such amounts are consistent with the amounts required under the Leases, and (d) as to any other matters reasonably requested by Lender and reasonably related to the Leases, the Secured Obligations, the Property or this Mortgage. Such estoppel may be relied upon by a third party assignee, but shall not be effective as between Borrower and the existing Lender.

3.15 Splitting of Mortgage. This Mortgage and the Notes shall, at any time until the same shall be fully paid and satisfied, at the sole election of Lender, be split or divided into two or more notes and two or more security instruments, each of which shall cover all or a portion of the Property. Upon written request of Lender, Borrower shall execute, acknowledge and deliver to Lender and/or its designee or designees such documents and instruments as may be required by Lender to effect the splitting of the Notes and this Mortgage.

3.16 Replacement Documents. Upon receipt of an affidavit of an officer of Lender as to the loss, theft, destruction or mutilation of the Loan Agreement or any other Loan Document to which Borrower is a party and which is not of public record, and, in the case of any such mutilation, upon surrender and

cancellation of such instrument which is not of public record, Borrower will issue, in lieu thereof, a replacement instrument, dated the date of such lost, stolen, destroyed or mutilated instrument of like tenor. Lender shall indemnify, defend and hold Borrower harmless from any claim under a lost instrument for which Borrower has provided a replacement instrument.

3.17 Subrogation. Lender shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid by Lender in order to protect or preserve the Property and the value thereof as security for Secured Obligations.

3.18 Limit of Validity. To the extent the fulfillment of any provision of this Mortgage at the time such provision is to be performed shall involve transcending the limit of validity presently prescribed by any applicable usury or similar law, the obligation to be fulfilled under such provision shall ipso facto be reduced to the limit of such validity.

3.19 Financing Statements. Lender may file and refile such financing statements, continuation statements, or other documents as Lender shall require from time to time with respect to the Property. Borrower agrees that the filing of financing statement(s) in the records normally having to do with the Collateral shall not in any way affect the agreement of Borrower that everything used in connection with the production of income from the Property or adapted for use therein or that is described or reflected in this Mortgage is, and at all times and for all purposes and in all proceedings, both legal or equitable, shall be, regarded as part of the Land conveyed hereby. Borrower shall not, without Lender's prior written approval, amend or terminate any financing statement filed by Lender with respect to the Property or permit any other person to file a Uniform Commercial Code financing statement with respect to all or any portion of Property.

3.01 Hazardous Material.

(a) Subject to any items disclosed in the environmental reports delivered to Lender by Borrower, Grantor hereby represents and warrants to Lender that, to the best of Grantor's knowledge, as of the date hereof (i) the Property is not in direct or indirect violation of any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up (collectively, "Hazardous Material Laws"), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 *et seq.* and 40 CFR §302.1 *et seq.*), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.* and 40 CFR §116.1 *et seq.*), and the Hazardous Materials Transportation Act (49 U.S.C. §1801 *et seq.*), and the regulations promulgated pursuant to said laws, all as amended; and any similar laws and regulations of the state having jurisdiction over the Property; (ii) no hazardous, toxic or harmful substances, wastes, materials, pollutants or contaminants (including, without limitation, asbestos, polychlorinated biphenyls, petroleum products, flammable explosives, radioactive materials, infectious substances or raw materials which include hazardous constituents) or any other substances or materials which are included under or regulated by Hazardous Material Laws (collectively, "Hazardous Material") are located on or have been handled, generated, stored, processed or disposed of on or released or discharged at, onto or under from the Property (including underground contamination), except for those substances used in the ordinary course of the Grantor's business and in compliance with all Hazardous Material Laws ("Permitted Uses"); and other immaterial amounts in compliance with Hazardous Material Laws; (iii) the Property is not subject to any private or governmental lien or judicial or administrative notice or action relating to Hazardous Material; (iv) no existing or closed underground storage tanks or other underground storage receptacles for Hazardous Material are located on the Property; (v) Grantor has not received written notice of any investigation, action, proceeding or claim by any agency, authority or unit of government or by any third party which could result in any liability, penalty, sanction or judgment under any Hazardous Material Laws with respect to any condition, use or operation of the Property nor does Grantor know of any

basis for such a claim; and (vi) Grantor has no actual knowledge of any claim by any party that any current use, operation or condition of the Property violates any Hazardous Material Laws.

(b) Grantor shall keep or cause the Property to be kept free from Hazardous Material (except for Permitted Uses) and in compliance with all Hazardous Material Laws, shall not install or use any underground storage tanks, shall expressly prohibit the use, generation, handling, storage, production, processing and disposal of Hazardous Material by tenants of the Property (except for Permitted Uses), and, without limiting the generality of the foregoing, during the term of this Security Deed, shall not install in the Improvements or permit to be installed in the Improvements asbestos or any substance containing asbestos.

(c) Grantor shall promptly notify Lender if Grantor shall become aware of the existence of any Hazardous Material on the Property (except for Permitted Uses) or if Grantor shall become aware that the Property is in a violation of any Hazardous Material Laws. Further, immediately upon receipt of the same, Grantor shall deliver to Lender copies of any and all orders, notices, permits, applications, reports, and other written communications, documents and instruments received by Grantor pertaining to the actual, alleged or potential presence or existence of any such Hazardous Material at, on, about, under, within, near or in connection with the Property. Grantor shall, promptly and when and as required by any Hazardous Material Laws, at Grantor's sole cost and expense, take, or cause any tenant to take, all actions as shall be necessary or advisable for the clean-up of any and all portions of the Property, including, without limitation, all investigative, monitoring, removal, containment and remedial actions in accordance with all applicable Hazardous Material Laws, and shall further pay or cause to be paid, at no expense to Lender, all legally required clean-up, administrative and enforcement costs of applicable governmental agencies which may be asserted against the Property. In the event Grantor fails to do so, Lender may, but shall not be obligated to, cause the Property or other affected property to be freed, to the extent required by applicable Hazardous Material Laws, from any Hazardous Material (except for Permitted Uses) or otherwise brought into conformance with Hazardous Material Laws and any and all costs and expenses incurred by Lender in connection therewith, together with interest thereon at the Default Rate (as defined in the Loan Agreement) from the date incurred by Lender until actually paid by Grantor, shall be immediately paid by Grantor on demand and shall be secured by this Security Deed and by all of the other Loan Documents securing all or any part of the indebtedness evidenced by the Notes. Subject to the rights of tenants under the Leases, Grantor hereby grants to Lender and its agents and employees access to the Property and a license to remove any Hazardous Material, to the extent required by applicable Hazardous Materials Laws (except for Permitted Uses) and to do all things Lender shall reasonably deem necessary to bring the Property in conformance with Hazardous Material Laws in the event that Grantor shall fail to take the steps required to remediate as required in this Section.

ARTICLE 4: DUE ON SALE OR ENCUMBRANCE

Notwithstanding anything to the contrary in this Mortgage and except for Permitted Liens (as defined in the Loan Agreement), in the event that Borrower, without the prior written consent of Lender, which consent may be denied or granted by Lender in its sole discretion, sells, disposes, assigns, transfers, alienates, mortgages, pledges, hypothecate, or encumbers in any manner or in any way, whether voluntary, involuntary, or by operation of law, the Property or any part thereof or any interest therein, Lender may, at Lender's option, declare all the Secured Obligations immediately due and payable and invoke any rights and remedies permitted by this Mortgage and the other Loan Documents. Lender will not be required to demonstrate any actual impairment of its security or any increased risk of default hereunder in order to declare the Secured Obligations immediately due and payable upon the occurrence of any transfer described without Lender's prior written consent or as otherwise expressly permitted herein. This provision will apply to every such transfer regardless of whether voluntary or not, or whether or not Lender has consented to any previous transfer, except



for those expressly allowed herein. Any transfer made in contravention of this Article shall be null and void and of no force and effect.

ARTICLE 5: EVENTS OF DEFAULT AND REMEDIES

5.01 Events of Default. Subject to the provisions of the Loan Agreement, the occurrence or existence of any one or more of the following events, whether voluntary, involuntary, or effected by operation of law, shall constitute an "Event of Default" under this Mortgage:

(a) The occurrence or existence of an Event of Default pursuant to, and as defined in, the Loan Agreement, the Notes, or any other Loan Document, including, without limitation, Borrower's failure to pay any installment of principal or interest under the Notes or any other sum due thereunder on the due date thereof, which failure continues beyond any cure period and notice requirement set forth in the Loan Agreement or the Notes, as the case may be;

(b) The occurrence or existence of any default or violation of the provisions of Article 4 of this Mortgage;

(c) The default or failure of Borrower properly and timely to comply with the terms and conditions of this Mortgage (other than a default or failure that is addressed elsewhere in this Section) that is not cured within applicable cure periods set forth herein or, if no cure period is specified therefor, is not cured within thirty (30) days after notice is sent by Lender to Borrower specifying such default; provided that if such failure cannot reasonably be cured within such thirty-day period, Lender will not unreasonably withhold its consent to an extension of such cure period (not to exceed an additional sixty (60) days) so long as Borrower promptly commences and diligently pursues such cure and furnishes periodic reports to Lender as to the status of the cure.

5.02 Acceleration of Maturity. If an Event of Default has occurred and is continuing, Lender may declare all of the Secured Obligations (excluding obligations arising under any Swap Agreement, which shall be governed by the terms and conditions of such Swap Agreement) to be forthwith due and payable, whereupon all the Secured Obligations shall become and be forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by Borrower, and Lender may immediately enforce payment of all such amounts and exercise any or all of its rights and remedies under this Mortgage, the Loan Agreement, the Notes and the other Loan Documents. No delay or omission on the part of Lender to exercise such option when entitled so to do shall be considered as a waiver of such right.

5.03 Right of Lender to Enter and Take Possession.

(a) If an Event of Default has occurred and is continuing, Borrower, upon demand of Lender, shall forthwith surrender to Lender the actual possession of the Property and, if and to the extent permitted by law, Lender itself, or by such officers or agents as it may appoint, may enter and take possession of all or any part of the Property without the appointment of a receiver or an application therefor, and may exclude Borrower and its agents and employees wholly therefrom, and take possession of the books, papers and accounts of Borrower.

(b) If Borrower shall for any reason fail to surrender or deliver the Property or any part thereof after such demand by Lender, Lender may obtain a judgment or decree conferring upon Lender the right to immediate possession or requiring Borrower to deliver immediate possession of the Property to Lender. Borrower will pay to Lender, upon demand, all actual expenses of obtaining such judgment or decree, including compensation to Lender, its attorneys and agents, and all such expenses and compensation shall, until paid, become part of the Secured Obligations and shall be secured by this Mortgage.

(c) Upon every such entering upon or taking of possession, Lender may hold, store, use, operate, manage and control the Property and conduct the business thereof, and, from time to time (i) make all necessary and proper repairs, renewals, replacements, additions, betterments, and improvements thereto and purchase or otherwise acquire additional fixtures, personalty, and other property; (ii) insure or keep the Property insured; (iii) manage and operate the Property and exercise all the rights and powers of Borrower, in its name or otherwise, with respect to the same, and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted Lender, all as Lender may from time to time determine to be to its best advantage. Lender may collect and receive all Rents, including those past due as well as those accruing thereafter, and after deducting (aa) all expenses of taking, holding, managing, and operating the Property (including compensation for the services of all persons employed for such purposes), (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases, and acquisitions, (cc) the cost of such insurance, (dd) such taxes, assessments, and other charges as Lender may reasonably determine to pay, (ee) other proper charges upon the Property or any part thereof, and (ff) the compensation and expenses of attorneys and agents of Lender, Lender shall apply the remainder of the money so received to the other Secured Obligations in such order, priority, and proportions as Lender may elect. Lender's sole duty with respect to the custody, safekeeping, and physical preservation of the Property shall be to deal with it in the same manner as Lender deals with similar property for its own account. For the purpose of carrying out the provisions of this Section 5.03, Borrower hereby constitutes and appoints Lender the true and lawful attorney-in-fact of Borrower, which power of attorney is coupled with an interest and irrevocable, to do and perform, from time to time, any and all actions necessary and incidental to such purpose and does, by these presents, ratify and confirm any and all actions of said attorney-in-fact on the Property. Anything in this Section 5.03 to the contrary notwithstanding, Lender shall not be obligated to discharge or perform the duties of a landlord to any tenant or incur any liability as a result of any exercise by Lender of its rights under this Mortgage, and Lender shall be liable to account only for the Rents actually received by Lender.

(d) Whenever all the Secured Obligations shall have been paid and all Events of Default shall have been cured, Lender shall surrender possession of the Property to Borrower and its successors or assigns. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

5.04 Performance by Lender. If Borrower defaults (as opposed to contests) in the payment of any tax, lien, assessment, or charge levied or assessed against the Property, or in the payment of any utility charge, whether public or private, or in the payment of any insurance premium, or in the procurement of insurance coverage and the delivery of the insurance policies required in this Mortgage, or in the performance or observance of any other covenant, condition, or term of this Mortgage, then Lender, at its option, may perform or observe the same, and all payments made or costs incurred by Lender in connection therewith shall constitute Secured Obligations and shall be immediately repaid by Borrower to Lender upon demand with interest thereon at the Default Rate. Lender shall be the sole judge of the legality, validity, and priority of any such tax, lien, assessment, charge, claim, and premium, of the necessity for any such actions, and of the amount necessary to be paid in connection therewith. Lender is hereby empowered to enter and to authorize others to enter upon the Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition, or term, without thereby becoming liable to Borrower. Notwithstanding anything to the contrary herein, Lender shall have no obligation, explicit or implied, to pay, perform or observe any such term, covenant or condition.

5.05 Appointment of a Receiver. If an Event of Default has occurred and is continuing, Lender, upon application to a court of competent jurisdiction, shall be entitled, as a matter of strict right, without notice and without regard to the adequacy of any security for the Secured Obligations or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Property and to collect the rents, profits, issues and revenues thereof. The receiver shall have all of the

rights and powers permitted under the laws of the state wherein the Property is situated. Borrower will pay to Lender upon demand all expenses, including, without limitation, all reasonable receivers' fees, attorneys' fees, and agent's compensation, incurred pursuant to the provisions of this Section 5.05, and all such expenses shall constitute Secured Obligations.

5.06 Power of Sale. If an Event of Default has occurred and is continuing, Lender, at its option, may sell the Property or any part thereof pursuant to power of sale (which is hereby granted by Borrower to Lender) at public outcry to the highest bidder for cash in front of the Court House door in the county where said Property is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county, and, in the event of a sale hereunder or under any applicable provision of law of less than all the Property, this Mortgage shall continue as a lien on the remaining Property. At any sale conducted pursuant to this Section, Lender may execute and deliver to the purchaser a conveyance of the Property, or applicable part of the Property, or any personal property or fixtures included in or located on the Property, in fee simple, which conveyance may contain recitals as to the occurrence of an Event of Default hereunder, and to this end Borrower hereby constitutes and appoints Lender its agent and attorney in fact to make such sale and conveyance and thereby to divest Borrower of all right, title or equity in and to the Property and to vest the same in the purchaser or purchasers at such sale or sales, and all the reasonable acts and doings of said agent and attorney in fact are hereby ratified and confirmed. The aforesaid power of sale and agency hereby granted are coupled with an interest and are irrevocable by dissolution or otherwise, are granted as cumulative of the other remedies provided by law for collection of the Secured Obligations, and shall not be exhausted by one exercise thereof but may be exercised until full payment of the Secured Obligations. Lender may bid at said sale and purchase the Property, or any part thereof, if the highest bidder therefor.

5.07 Lender's Power of Enforcement. If an Event of Default has occurred and is continuing, Lender may, either with or without entry or taking possession as hereinabove provided or otherwise and in lieu of or in addition to exercising any power of sale hereinafter given in this Mortgage, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy (i) to enforce payment of the Notes or the performance of any term thereof or any other right, (ii) to foreclose this Mortgage and to sell the Property as provided by law or in equity, and (iii) to pursue any other remedy available to it, all as Lender shall deem most effectual for such purposes. Lender shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, as Lender may determine.

5.08 Uniform Commercial Code Remedies. This Mortgage is a "security agreement" within the meaning of the Uniform Commercial Code. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Borrower in the Property. Borrower by executing and delivering this Mortgage has granted and hereby grants to Lender, as security for the Secured Obligations, a security interest in the Property to the full extent that the Property may be subject to the Uniform Commercial Code (said portion of the Property so subject to the Uniform Commercial Code being referred to in this Mortgage as the "Collateral"). This Mortgage or a carbon, photographic copy or other reproduction hereof or of any financing statement shall be sufficient as a financing statement. This Mortgage shall also constitute a "fixture filing" for the purposes of the Uniform Commercial Code against all of the Property which is or is to become fixtures. The information provided in this Section 5.08 is provided so that this Mortgage shall comply with the requirements of the Uniform Commercial Code for a mortgage instrument to be filed as a financing statement. Borrower is the "Debtor" and its name and mailing address are set forth in the preamble of this Mortgage. Lender is the "Secured Party" and its name and mailing address from which information concerning the security interest granted herein may be obtained are also set forth in the preamble of this Mortgage. A statement describing the portion of the Property comprising the fixtures hereby secured is set forth in the granting clause of this Mortgage. Mortgagor represents and warrants to Mortgagee that Mortgagor is the record owner of the Land and the

Mortgaged Property includes goods that are or are to become fixtures. If an Event of Default occurs and is continuing, Lender may exercise, in addition to all other rights and remedies granted to it in this Mortgage and in any other Loan Document, all rights and remedies of a secured party under the Uniform Commercial Code. Without limiting the generality of the foregoing, Lender, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon Borrower or any other person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in Borrower, which right or equity is hereby waived or released. Borrower further agrees, at Lender's request, to assemble the Collateral and make it available to Lender at places which Lender shall reasonably select, whether at Borrower's premises or elsewhere. If any notice of a proposed sale or other disposition of the Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least ten (10) days before such sale or other disposition.

5.09 Purchase by Lender. Upon any foreclosure or other sale of or any portion of the Property, Lender may bid for and purchase the Property or any part thereof and shall be entitled to apply all or any part of the Secured Obligations as a credit to the purchase price.

5.10 Application of Proceeds of Sale. Any purchase money, proceeds, and avails of any sale or other disposition of the Property, or any part thereof, or any other sums collected by Lender pursuant to this Mortgage, the Notes, or the other Loan Documents may be applied by Lender to the payment of the Secured Obligations in such priority and proportions as Lender in its discretion shall deem proper, and any remaining balance, if any, after payment in full of all obligations of Borrower owed to Lender, including, without limitation, all Secured Obligations together with all Of Lender's costs and expenses to which Lender is entitled, shall be paid to Borrower, its successors and assigns, or to whomever may be lawfully entitled to receive such proceeds.

5.11 Borrower as Tenant Holding Over. If any sale of the Property or any part thereof occurs pursuant to this Mortgage, Borrower shall be deemed a tenant holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over.

5.12 Remedies Cumulative. No right, power, or remedy conferred upon or reserved to Lender by this Mortgage or any of the other Loan Documents is intended to be exclusive of any other right, power, or remedy, but each and every such right, power, and remedy shall be cumulative and concurrent and shall be in addition to any other right, power, and remedy given under this Mortgage, any such other Loan Document, or now or hereafter existing at law or in equity or by statute. The exercise by Lender of any such right, power, and remedy shall not operate as an election of remedies by Lender and shall not preclude the exercise by Lender of any or all other such rights, powers, or remedies. If the sale of all or any part of the Property is permitted hereunder, then such sale of the Property may be in one or more parcels and in such manner and order as Lender, in its sole discretion, may elect, it being expressly understood and agreed that the right of sale arising out of an Event of Default shall not be exhausted by any one or more sales, but other and successive sales may be made until all of the Property has been sold or until the Secured Obligations have been fully satisfied.

5.13 Waiver of Appraisalment, Valuation, Exemption, Etc. Borrower agrees, to the full extent permitted by law, that in case of an Event of Default hereunder, neither Borrower nor anyone claiming through or under Borrower will set up, claim or seek to take advantage of any appraisalment, valuation, stay, extension, exemption, or laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Property or any part thereof, or the delivery of possession thereof immediately after such sale to the purchaser at such sale, and Borrower, for itself and all who may at any time claim through or under Borrower, hereby waives to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets subject to the lien and security interest of this Mortgage marshaled upon any foreclosure or sale under the power herein granted.

5.14 Suits to Protect the Property. Lender shall have power (i) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Property by any acts which may be unlawful or any violation of this Mortgage, (ii) to preserve or protect its interest in the Property and in the Rents, and (iii) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule, or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule, or order would impair the security hereunder or be prejudicial to the interest of Lender.

5.15 Delay or Omission No Waiver. No delay or omission of Lender or of any holder of the Notes to exercise any right, power, or remedy accruing upon any Event of Default shall exhaust or impair any such right, power, or remedy or shall be construed to be a waiver of any such Event of Default, or acquiescence therein, and every right, power, and remedy given by this Mortgage to Lender may be exercised from time to time and as often as may be deemed expedient by Lender.

5.16 No Waiver of Event of Default to Affect Another, etc. No waiver of any Event of Default hereunder shall extend to or shall affect any subsequent or any other then existing Event of Default or shall impair any rights, powers, or remedies consequent thereon. If Lender (i) grants forbearance or an extension of time for the payment of any of the Secured Obligations, (ii) takes other or additional security for the payment of the Secured Obligations, (iii) waives or does not exercise any right granted in the Notes, this Mortgage, or any of the other Loan Documents, (iv) releases any part of the Property from the lien and interest of this Mortgage or otherwise changes any of the terms of the Notes, this Mortgage, or any of the other Loan Documents, (v) consents to the filing of any map, plat, or replat pertaining to the Property, (vi) consents to the granting of any easement or license affecting the Property, or (vii) makes or consents to any agreement subordinating the lien and interest of this Mortgage, then any such act or omission shall not release, discharge, modify, change, or affect the original liability under the Notes, this Mortgage, or otherwise of Borrower or any subsequent purchaser of the Property or any part thereof, or any maker, co-signer, endorser, surety, or guarantor, nor shall any such act or omission preclude Lender from exercising any right, power, or privilege herein granted or intended to be granted in the event of any other Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by Lender, shall the lien and security interest of this Mortgage be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Property, Lender, at its option, without notice to any person or entity, hereby is authorized and empowered to deal with any such vendee or transferee with reference to the Property or the Secured Obligations, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

5.17 Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Borrower or its creditors or property, Lender, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Lender allowed in such proceedings for the entire amount due and payable by Borrower under this Mortgage at the date of the institution of such

proceedings and for any additional amount which may become due and payable by Borrower hereunder after such date.

ARTICLE 6: MISCELLANEOUS

6.01 Successors and Assigns. This Mortgage shall inure to the benefit of and be binding upon Borrower and Lender and their respective heirs, executors, legal representatives, successors, successors-in-title, and assigns. Whenever a reference is made in this Mortgage to "Borrower" or "Lender," such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors, successors-in-title and assigns of Borrower or Lender, as the case may be, but shall not imply any permission to make or permit any transfer which is otherwise prohibited.

6.02 Terminology. All personal pronouns used in this Mortgage, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and Articles are for convenience only and neither limit nor amplify the provisions of this Mortgage, and all references herein to Articles, Sections or subparagraphs shall refer to the corresponding Articles, Sections or subparagraphs of this Mortgage unless specific reference is made to Articles, Sections or subparagraphs of another document or instrument.

6.03 Severability; Complete Agreement. If any provisions of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. This Mortgage, the Notes and the other Loan Documents constitute the full and complete agreement of the parties and supersede all prior negotiations, correspondence, and memoranda relating to the subject matter hereof, and this Mortgage may not be amended except by a writing signed by the parties hereto.

6.04 Applicable Law. This Mortgage shall be governed by, construed and enforced in accordance with the laws of the State of Georgia, which State the parties agree has a substantial relationship to the parties and to the underlying transaction embodied hereby, and in all respects, including, without limiting the generality of the foregoing, matters of construction, validity and performance, this Mortgage and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State of Georgia applicable to contracts made and performed in such state (without regard to principles of conflict laws) and any applicable law of the United States of America, except that at all times the provisions for the creation, perfection, and enforcement of the liens and security interests created pursuant hereto with respect to the Property shall be governed by and construed according to the law of the State in which the Property is located, it being understood that, to the fullest extent permitted by the law of such State, the law of the state of Georgia shall govern the construction, validity and enforceability of this Mortgage and all of the obligations arising hereunder. To the fullest extent permitted by law, Borrower hereby unconditionally and irrevocably waives any claim to assert that the law of any other jurisdiction governs this Mortgage.

6.05 Limitation of Interest. It is the intent of Borrower and Lender in the execution of this Mortgage and all other Loan Documents to contract in strict compliance with the usury laws governing the Loan evidenced by the Notes. In furtherance thereof, Lender and Borrower stipulate and agree that none of the terms and provisions contained in the Loan Documents shall ever be construed to create a contract for the use, forbearance, or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by the laws governing the Loans evidenced by the Notes. Borrower or any guarantor, endorser or other party now or hereafter becoming liable for the payment of the Notes shall never be liable for unearned interest on the Notes and shall never be required to pay interest on the Notes at a rate in excess of the maximum interest that may be lawfully charged under the laws governing the Loans evidenced by the Notes, and the provisions of this paragraph shall control over all other provisions

of the Notes and any other instrument executed in connection herewith which may be in apparent conflict herewith. In the event any holder of the Notes shall collect monies that are deemed to constitute interest and that would otherwise increase the effective interest rate on the Notes to a rate in excess of that permitted to be charged by the laws governing the Loans evidenced by the Notes, all such sums deemed to constitute interest in excess of the legal rate shall be applied to the unpaid principal balance of the Notes and if in excess of such balance, shall be immediately returned to the Borrower upon such determination.

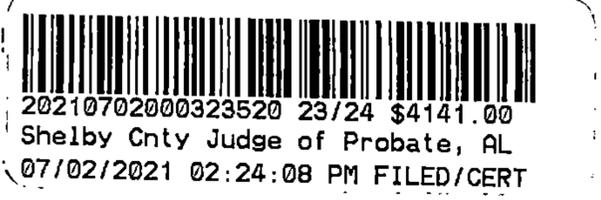
6.06 Notices, Etc. All notices and other communications provided hereunder shall be in writing and shall be given in accordance with the provisions of the Loan Agreement.

6.07 Assignment. This Mortgage is assignable by Lender and any assignment hereof by Lender shall operate to vest in the assignee all rights and powers herein conferred upon and granted to Lender.

6.08 Time of the Essence. Time is of the essence with respect to each and every covenant, agreement and obligation of Borrower under this Mortgage, the Notes and all other Loan Documents.

6.09 Waiver of Jury Trial. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BORROWER HEREBY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY RELATED TO THIS MORTGAGE OR THE LOANS, OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF LENDER AND/OR BORROWER WITH RESPECT TO THE LOAN DOCUMENTS OR IN CONNECTION WITH THIS MORTGAGE OR THE EXERCISE OF EITHER PARTY'S RIGHTS AND REMEDIES UNDER THIS MORTGAGE OR OTHERWISE, OR THE CONDUCT OR THE RELATIONSHIP OF THE PARTIES HERETO, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. BORROWER AGREES THAT LENDER MAY FILE A COPY OF THIS MORTGAGE WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED AGREEMENT OF BORROWER IRREVOCABLY TO WAIVE ITS RIGHTS TO TRIAL BY JURY AS AN INDUCEMENT OF LENDER TO MAKE THE LOANS, AND THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE OR CONTROVERSY WHATSOEVER (WHETHER OR NOT MODIFIED HEREIN) BETWEEN BORROWER AND LENDER SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.**

[Remainder of page intentionally left blank; Signature appears on the following page.]



IN WITNESS WHEREOF, Borrower has executed this Mortgage under seal as of the date first above written.

BORROWER:

COOSA COMPOSITES HOLDINGS, LLC,
a Georgia limited liability company

By: *William R. Blanchard*
Print Name: William R. Blanchard
Title: Chairman

STATE OF Georgia
COUNTY OF Muscogee

I, the undersigned Notary Public in and for said County, in said State, hereby certify that William Blanchard, whose name as Chairman of Coosa Composites Holdings, LLC, a Georgia limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this 30 day of June, 2021.

Judy L Wise
Notary Public
My Commission Expires: 8-24-23

Judy L Wise
NOTARY PUBLIC
MUSCOGEE COUNTY, GEORGIA
My Commission Expires
August 24, 2023

EXHIBIT A

MORTGAGE, ASSIGNMENT OF
LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

Description of the Land

PARCEL 1:

Commence at the NW corner of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama; thence South 00 degrees 10 minutes 19 seconds East a distance of 1309.75 feet; thence South 89 degrees 37 minutes 07 seconds East a distance of 238.25 feet; thence South 89 degrees 47 minutes 56 seconds East a distance of 282.63 feet to the POINT OF BEGINNING; thence continue South 89 degrees 47 minutes 56 seconds East a distance of 138.40 feet; thence South 00 degrees 08 minutes 34 seconds East a distance of 349.82 feet; thence North 89 degrees 58 minutes 36 seconds West a distance of 199.24 feet to a point on the Northerly R.O.W. line of Pardue Road; thence South 89 degrees 05 minutes 01 seconds West and along said R.O.W. line a distance of 25.23 feet; thence North 00 degrees 04 minutes 36 seconds West and leaving said R.O.W. line a distance of 37.20 feet; thence North 36 degrees 40 minutes 13 seconds East a distance of 72.42 feet; thence South 89 degrees 00 minutes 17 seconds East a distance of 42.24 feet; thence North 00 degrees 03 minutes 13 seconds West a distance of 256.07 feet to the POINT OF BEGINNING .

PARCEL 2:

Commence at the NW corner of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama; thence South 00 degrees 10 minutes 19 seconds East a distance of 1309.75 feet; thence South 89 degrees 37 minutes 07 seconds East a distance of 238.25 feet; thence South 89 degrees 47 minutes 56 seconds East a distance of 421.03 feet to the POINT OF BEGINNING; thence South 00 degrees 08 minutes 34 seconds East a distance of 349.82 feet; thence North 89 degrees 58 minutes 36 seconds West a distance of 199.24 feet to point on the Northerly R.O.W. line of Pardue Road; thence South 00 degrees 42 minutes 26 seconds West, leaving said Northerly R.O.W. line and along Westerly R.O.W. line of Pardue Road, a distance of 51.95 feet; thence South 89 degrees 32 minutes 05 seconds East and leaving said R.O.W. line a distance of 70.38 feet; thence South 01 degrees 01 minutes 51 seconds West a distance of 47.22 feet; thence North 89 degrees 47 minutes 10 seconds East a distance of 425.20 feet to the Westerly R.O.W. line of Huntley Parkway; thence North 01 degrees 08 minutes 50 seconds East and along said R.O.W. line a distance of 449.13 feet; thence South 89 degrees 46 minutes 52 seconds West and leaving said R.O.W. line a distance of 304.71 feet to the POINT OF BEGINNING.

PARCEL 3:

Rights obtained, that constitute an interest in real estate, under that certain Reciprocal Ingress/Egress and Driveway Easement Agreement by and between H. Monroe Properties, L.L.C. and Coosa Composites Holdings, LLC, dated 7/2/2021, filed 7/2/2024, and recorded in Instrument # **20210702000323510**