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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS								
9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement:	; if line 1b wa	as left blank						
because Individual Debtor name did not fit, check here								
9a. ORGANIZATION'S NAME								
Software Guys 2.0, LLC								
OR								
9b. INDIVIDUAL'S SURNAME								
FIRST PERSONAL NAME								
ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX						
			THE ABO	/E SPACE	IS FOR FILING OFFICE U	ISE ONLY		
10. DEBTOR'S NAME: Provide (10a or 10b) only <u>one</u> additional Debtor name	ne or Debtor	name that did not fit in						
exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter th								
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OR 10b. INDIVIDUAL'S SURNAME								
INDIVIDUAL'S FIRST PERSONAL NAME								
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10c. MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY		
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OR 11b. INDIVIDUAL'S SURNAME	FIRST	PERSONAL NAME		ADDITION	NAL NAME(S)/INITIAL(S) SUFFIX			
11c. MAILING ADDRESS	CITY	CITY			POSTAL CODE	COUNTRY		
12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):								
13. This FINANCING STATEMENT is to be filed [for record] (or recorded)	1 4 . ⁻	This FINANCING ST						
the REAL ESTATE RECORDS (if applicable)	ed collateral	d as a fixture filing						
15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):	16. [Description of real estat	e:					
	Se	ee Exhibit "A	" attached	hereto				
	an	and made a part hereof.						
		1	-					
17. MISCELLANEOUS:	1 0	D. 1 (/1 \ 7		014011	00117			
(a) To BE FILED WITH: Shelby County Ju-	age of	Probate: (b) [VIIN File #3	814911	.00117			

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (Form UCC1Ad) (Rev. 07/01/23)

International Association of Commercial Administrators (IACA)

06974407.5

SCHEDULE I TO FINANCING STATEMENT

This financing statement covers the following items (or types) of property (collectively, the "Property"):

- (a) <u>Land</u>. The land located in Shelby County, Alabama more particularly described in <u>Exhibit A</u> attached hereto, and all reversions and remainders in and to said land and all tenements, hereditaments, easements, rights-of-way, rights (including mineral and mining rights, and all water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in any way appertaining thereto, including any right, title and interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any other property, and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land; and all claims or demands of the Borrower, at law or in equity, in possession or expectancy of, in or to any of the same (all of the foregoing hereinafter collectively called the "Land").
- (b) <u>Improvements</u>. All buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building materials, building equipment and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, now owned or hereafter acquired by the Borrower (all of the foregoing, including the Project, hereinafter collectively called the "<u>Improvements</u>," and together with the Land called the "<u>Real Property</u>").
- (c) <u>Personal Property</u>. All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by the Borrower and attached to the Real Property (other than fixtures); or placed on the Real Property and used or useful in connection with, or in any way pertaining or relating to, the Real Property or the use and occupancy thereof, though not attached to the Real Property; or for which the proceeds of the Credit have been or may be advanced, wherever the same may be located; and all attachments and improvements placed upon or used in connection with any of the foregoing (all of the foregoing hereinafter collectively called the "<u>Personal Property</u>").
- (d) <u>Rents and Leases</u>. All leases, subleases, lettings and licenses, and other use and occupancy agreements, now or hereafter pertaining to any of the Real Property or Personal Property, and all rents, profits, issues and revenues of the Real Property and Personal Property now or hereafter accruing, whether accruing before or after the filing of any petition by or against the Borrower under the federal Bankruptcy Code.
- (e) <u>Insurance Policies</u>. All policies of hazard insurance now or hereafter in effect that insure the Real Property, the Personal Property or any other property conveyed or encumbered hereby, together with all right, title and interest of the Borrower in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums.
- (f) <u>Litigation Awards</u>. All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, that may be made or due to the Borrower or any subsequent owner of any of the Real Property, the Personal Property or any other property conveyed or encumbered

hereby, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Real Property, the Personal Property, or any other such property.

General Intangibles and Agreements. (1) All general intangibles relating to the development or use of the Real Property, the Personal Property or any other property conveyed or encumbered hereby, or the management and operation of any business of the Borrower thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (2) the good will of any business conducted or operated on the Real Property, all governmental licenses and permits relating to the construction, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (3) all contracts and agreements (including construction, renovation, maintenance, engineering, architectural, leasing, management, operating and concession agreements) affecting the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, or used or useful in connection therewith, whether now or hereafter entered into.

(h) <u>Construction Documents</u>. The Construction Documents.

- (i) <u>Loan Funds, etc</u>. (a) All loan funds (of which constitute Credit extended by the Lender) held by the Lender, whether or not disbursed, (b) all reserves, deferred payments, deposits, escrows, refunds, cost savings and payments of any kind related to the Project, and (c) all loan commitments and loan insurance related to the Project and all approvals, deposits, fees, applications and documents related thereto.
- (j) <u>Supplemental Documents</u>. All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing.
 - (k) Proceeds. All proceeds of any of the foregoing.

As used in this Schedule I, **Borrower** means the debtor(s) described in this financing statement and **Lender** means the secured party described in this financing statement and the following terms are defined as follows:

Construction Documents means (1) all plans and specifications for the Projects, or any portion thereof; (2) all contracts with architects and engineers responsible for the design of any of the Project, the preparation or evaluation of any of such plans and specifications or the supervision of the construction of any of the Project; (3) all contracts to which the Borrower is a party providing for the construction of any of the Project or the furnishing of labor or materials in connection therewith or the furnishing or installation of any equipment or other personal property in connection therewith; (4) all contracts to which the Borrower is a party providing for the management of the construction of any of the Project; (5) all rights of the Borrower as a third party beneficiary under all contracts and subcontracts pertaining to the Project as to which the Borrower is not a party; (6) all payment and performance bonds relating to any of the Project; (7) all other contracts and agreements related to the design, management, construction, equipping and development of any of the Project; and (8) all contracts with public utilities, Governmental Authorities and other persons for the furnishing of roads or utilities to the Project and all deposits thereunder.

<u>Contractors</u> means any person who enters into contracts with the Borrower to construct, install, equip or develop the Project, or any portion thereof, or to furnish any labor or materials in connection therewith, or to furnish or install any equipment or other personal property in connection therewith, each of which persons must be a contractor or contracting firm satisfactory to the Lender.

<u>Credit</u> means, individually and collectively, all loans, forbearances, advances, disbursements and other extensions of credit now or hereafter made by the Lender to or for the account of the Borrower under the Credit Agreement.

<u>Credit Agreement</u> means the Credit Agreement dated as of a date that is contemporaneous with the date of filing hereof, between the Borrower and the Lender.

<u>Governmental Authority</u> means any national, state, county, municipal or other government, domestic or foreign, and any agency, authority, department, commission, bureau, board, court or other instrumentality thereof.

Mortgage means the Mortgage dated as of a date that is contemporaneous with the date of filing hereof, executed by the Borrower in favor of the Lender.

<u>Project</u> means that certain project consisting of the acquisition of the Land and existing Improvements and the making of the Project, to be financed in whole or in part with the proceeds of the Credit, together with all related utilities, roads and other off-site Improvements, if any, said project being generally described as follows: acquisition of and renovation of 300 Corporate Parkway, Birmingham, Alabama.

Some of the above-described property is now, or may in the future become, affixed to the Land described in Exhibit A attached hereto. The Borrower is the record owner of the Land.

SCHEDULE II TO FINANCING STATEMENT

This financing statement covers the following items (or types) of property:

- (a) All leases and subleases, written or oral, and all agreements for use or occupancy of any portion of the land described in <u>Exhibit A</u> attached hereto (the "<u>Land</u>") or any improvements, buildings, structures and fixtures now or hereafter located thereon (the "<u>Improvements</u>") (the Land and the Improvements being hereinafter sometimes together called the "<u>Real Property</u>") with respect to which the Borrower is the lessor or sublessor, any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Land or the Improvements, all such leases, subleases, agreements and tenancies heretofore mentioned, whether entered into before or after the filing by or against the Borrower of any petition for relief under the federal Bankruptcy Code, being covered by this assignment and being hereinafter collectively referred to as the "<u>Leases</u>";
- (b) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;
- (c) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Borrower may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, whether paid or accruing before or after the filing of any petition by or against the Borrower for relief under the federal Bankruptcy Code, arising or issuing from or out of the Leases or from or out of the Land or the Improvements, or any part thereof, including minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Land or the Improvements, together with any and all rights and claims that the Borrower may now or hereafter have against any such lessee under the Leases or against any subtenants or occupants of the Land or any of the Improvements; and
- (d) any award, dividend or other payment made hereafter to the Borrower in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent.

As used in this Schedule II, Borrower means the debtor described in this financing statement.

EXHIBIT A TO FINANCING STATEMENT

LOT 5, ACCORDING TO THE MAP AND SURVEY OF MEADOW BROOK CORPORATE PARK SOUTH, PHASE II, AS RECORDED IN MAP BOOK 12, PAGE 10 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA AND RUN NORTH O DEGREES 00 MINUTES EAST (ASSUMED) ALONG THE EAST LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 1115.12 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY #280; THENCE SOUTH 83 DEGREES 13 MINUTES 57 SECONDS WEST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY #280 A DISTANCE OF 2088.72 FEET TO THE NORTHWESTERN MOST CORNER OF LOT 4, MEADOW BROOK CORPORATE PARK SOUTH PHASE II, AS RECORDED IN MAP BOOK 12, PAGE 10 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, SAID POINT ALSO BEING THE NORTHEASTERN MOST CORNER OF LOT 2 OF SAID SUBDIVISION; THENCE SOUTH 12 DEGREES 44 MINUTES 50 SECONDS EAST ALONG THE COMMON BOUNDARY OF SAID LOTS 2 AND 4 A DISTANCE OF 349.64 FEET TO A POINT; THENCE SOUTH 30 DEGREES 56 MINUTES 48 SECONDS EAST ALONG THE COMMON BOUNDARY OF SAID LOTS 2 AND 4 A DISTANCE OF 410.33 FEET TO THE SOUTHERNMOST CORNER OF SAID LOT 4, SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE NORTH 48 DEGREES 41 MINUTES 24 SECONDS EAST ALONG THE PROPERTY BOUNDARY OF SAID LOT 4 A DISTANCE OF 338.18 FEET TO A POINT; THENCE SOUTH 67 DEGREES 18 MINUTES 52 SECONDS EAST ALONG THE PROPERTY BOUNDARY OF SAID LOT 4 AND ITS EXTENSION, BEING THE PROPERTY BOUNDARY OF LOT B OF SAID MEADOW BROOK CORPORATE PARK SOUTH PHASE II, A DISTANCE OF 229.49 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CORPORATE PARKWAY, SAID POINT LYING ON A CURVE TO THE LEFT HAVING A RADIUS OF 385.00 FEET, A CENTRAL ANGLE OF 17 DEGREES 47 MINUTES 46 SECONDS AND A CHORD BEARING OF SOUTH O DEGREES 56 MINUTES 13 SECONDS WEST; THENCE ALONG THE ARC OF SAID CURVE AND THE RIGHT-OF-WAY LINE OF CORPORATE PARKWAY A DISTANCE OF 119.58 FEET TO THE P.T. (POINT OF TANGENT) OF SAID CURVE; THENCE TANGENT TO SAID CURVE SOUTH 7 DEGREES 57 MINUTES 41 SECONDS EAST ALONG THE RIGHT-OF-WAY LINE OF CORPORATE PARKWAY A DISTANCE OF 150.16 FEET TO THE P.C. (POINT OR CURVE) OF A CURVE TO THE RIGHT HA YING A RADIUS OF 240.00 FEET, A CENTRAL ANGLE OF 124 DEGREES 59 MINUTES 24 SECONDS AND A CHORD BEARING OF SOUTH 54 DEGREES 32 MINUTES 01 SECONDS WEST; THENCE ALONG THE ARC OF SAID CURVE AND THE RIGHT-OF-WAY LINE OF CORPORATE PARKWAY A DISTANCE OF 523.56 FEET TO THE P.C.C. (POINT OF COMPOUND CURVE) OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1150.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 51 MINUTES 31 SECONDS AND A CHORD BEARING OF NORTH 57 DEGREES 32 MINUTES 31 SECONDS WEST; THENCE ALONG THE ARC OF SAID CURVE AND THE RIGHT-OF-WAY LINE OF CORPORATE PARKWAY A DISTANCE OF 217.95 FEET TO THE P.T. (POINT OF TANGENT) OF SAID CURVE; THENCE TANGENT TO SAID CURVE NORTH 52 DEGREES 06 MINUTES 46 SECONDS WEST ALONG THE RIGHT-OF-WAY LINE OF CORPORATE PARKWAY A DISTANCE OF 100.00 FEET TO THE SOUTHERNMOST CORNER OF LOT 2 OF SAID MEADOW BROOK CORPORATE PARK SOUTH PHASE II; THENCE NORTH 31 DEGREES 41 MINUTES 55 SECONDS EAST ALONG THE PROPERTY BOUNDARY OF SAID LOT 2 A DISTANCE OF 237.30 FEET TO THE POINT OF BEGINNING.

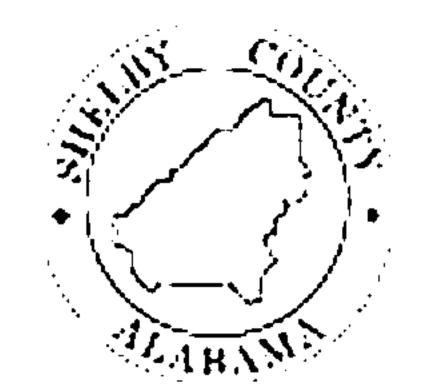
BEING THE SAME REAL PROPERTY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA AND RUN NORTH 0°00' EAST (ASSUMED) ALONG THE EAST LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 1115.12 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF U. S. HIGHWAY #280; THENCE SOUTH 83°1315711 WEST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF U. S. HIGHWAY #280 A DISTANCE OF 2088.78 FEET (2088.74 FT MEASURED) TO THE NORTHWESTERNMOST CORNER OF LOT 4, MEADOW BROOK CORPORATE PARK SOUTH PHASE II, AS RECORDED IN MAP BOOK 12, PAGE 10 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, SAID POINT ALSO BEING THE NORTHEASTERNMOST CORNER OF LOT 2 OF SAID SUBDIVISION; THENCE SOUTH 12°44'5011 EAST ALONG THE COMMON BOUNDARY OF SAID LOTS 2 AND 4 A DISTANCE OF 349.64 FEET TO A POINT; THENCE SOUTH 30°5611511 EAST ALONG THE COMMON BOUNDARY OF SAID LOTS 2 AND 4 A DISTANCE OF 410.59 FEET (410.30 FT MEASURED) TO THE SOUTHERNMOST CORNER OF SAID LOT 4, SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE NORTH 48°40'59" EAST ALONG THE PROPERTY BOUNDARY OF SAID LOT 4 A DISTANCE OF 338.00 FEET (338.14 FT MEASURED) TO A POINT; THENCE SOUTH 67°1910211 EAST ALONG THE PROPERTY BOUNDARY OF SAID LOT 4 AND ITS EXTENSION, BEING THE PROPERTY BOUNDARY OF LOT B OF SAID MEADOW BROOK CORPORATE PARK SOUTH PHASE II, A DISTANCE OF 229.49 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CORPORATE PARKWAY, SAID POINT LYING ON A CURVE TO THE LEFT HAVING A RADIUS OF 385.00 FEET, A CENTRAL ANGLE OF 17°47'4611 AND A CHORD BEARING OF SOUTH 0°5610911 WEST; THENCE ALONG THE ARC OF SAID CURVE AND THE RIGHT-OF-WAY LINE OF CORPORATE PARKWAY A DISTANCE OF 119.58 FEET TO THE P.T. (POINT OF TANGENT) OF SAID CURVE; THENCE TANGENT TO SAID CURVE SOUTH 7°57'4411 EAST ALONG THE RIGHT-OF-WAY LINE OF CORPORATE PARKWAY A DISTANCE OF 150.00 FEET (150.16 FT MEASURED) TO THE P.C, (POINT OF CURVE) OF A CURVE TO THE RIGHT HA YING A RADIUS OF 240.00 FEET, A CENTRAL ANGLE OF 125°00'00" (124°5913711 MEASURED) AND A CHORD BEARING OF SOUTH 54°32'0511 WEST; THENCE ALONG THE ARC OF SAID CURVE AND THE RIGHT-OF-WAY LINE OF CORPORATE PARKWAY A DISTANCE OF 523.60 FEET (523.57 FT MEASURED) TO THE P.C.C. (POINT OF COMPOUND CURVE) OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1150.00 FEET, A CENTRAL ANGLE OF 10°50'38" (10°5111911 MEASURED) AND A CHORD BEARING OF NORTH 57°32'2811 WEST; THENCE ALONG THE ARC OF SAID CURVE AND THE RIGHT-OF-WAY LINE OF CORPORATE PARKWAY A DISTANCE OF 217.65 FEET (217.88 FT MEASURED) TO THE P.T. (POINT OF TANGENT) OF SAID CURVE; THENCE TANGENT TO SAID CURVE NORTH 52°06'4811 WEST ALONG THE RIGHT-OF-WAY LINE OF CORPORATE PARKWAY A DISTANCE OF 100.00 FEET TO THE SOUTHERNMOST CORNER OF LOT 2 OF SAID MEADOW BROOK CORPORATE PARK SOUTH PHASE II; THENCE NORTH 31°41'53" EAST ALONG THE PROPERTY BOUNDARY OF SAID LOT 2 A DISTANCE OF 237.30 FEET TO THE POINT OF BEGINNING.

EASEMENT PARCEL 2:

TOGETHER WITH THE FOLLOWING EASEMENT APPURTENANT TO FEE PARCEL 1:

(I) THAT CERTAIN EASEMENT AGREEMENT DATED AS OF MARCH 6, 1989, BY AND AMONG DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP, DANIEL MEADOW BROOK ONE LIMITED PARTNERSHIP, AND DANIEL MEADOW BROOK IV LIMITED PARTNERSHIP, AS RECORDED IN BOOK 229, PAGE 631, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, AND (II) THAT CERTAIN EASEMENT AGREEMENT FOR INGRESS AND EGRESS DATED AS OF MARCH 6, 1989, BY AND BETWEEN DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP AND DANIEL MEADOW BROOK IV LIMITED PARTNERSHIP, AS RECORDED IN BOOK 229, PAGE 641, IN SAID PROBATE OFFICE



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/18/2023 08:09:39 AM
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