

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Theresa Friedman (659) 200-9586
B. E-MAIL CONTACT AT SUBMITTER (optional) tfriedman@dlbfirm.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div>Theresa Friedman, Esq. DLB Attorneys at Law, LLC 2100B Southbridge Parkway, Suite 240 Birmingham, AL 35209</div> <div>SEE BELOW FOR SECURED PARTY CONTACT INFORMATION</div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME BROWN LANDS, L.L.C.			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 21891 Highway 25		CITY Columbiana	STATE AL	POSTAL CODE 35051
			COUNTRY USA	

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

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

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

OR	3a. ORGANIZATION'S NAME FIRST HORIZON BANK			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 2340 Woodcrest Place		CITY Birmingham	STATE AL	POSTAL CODE 35209
			COUNTRY USA	

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

See Exhibit "A" attached hereto and made a part hereof as if set out in full herein.

This UCC-1 financing statement is filed as additional Security in connection with that certain Mortgage from Debtor in favor of Secured Party being filed simultaneously herewith, on which the appropriate Mortgage Tax is being paid.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: Shelby County JOP (DLB File No. 17-00017	

UCC FINANCING STATEMENT ADDENDUM
FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here <input type="checkbox"/>	
9a. ORGANIZATION'S NAME BROWN LANDS, L.L.C.	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only <u>one</u> additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c				
10a. ORGANIZATION'S NAME				
OR				
10b. INDIVIDUAL'S SURNAME				
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX
10c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

11. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S NAME <u>or</u> <input type="checkbox"/> ASSIGNOR SECURED PARTY'S NAME: Provide only <u>one</u> name (11a or 11b)				
11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)	14. This FINANCING STATEMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input type="checkbox"/> is filed as a fixture filing
15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):	16. Description of real estate: See Exhibit "A" attached hereto and made a 1rn1i hereof as if set out in full herein.

17. MISCELLANEOUS: Shelby County JOP (DLB File No. 17-00017)
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**EXHIBIT A
TO UCC-1 FINANCING STATEMENTS**

The following described property, situated in Shelby County, Alabama, to-wit ("Land"):

PARCEL 1

A parcel of land, lying in the Southeast 1/4 of Section 23, Township 21 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

COMMENCE at a 1/2" open top pipe found and locally accepted to be the Northwest corner of said 1/4-1/4 section; thence North 88 degrees 23 minutes 52 seconds East along the North line of said 1/4-1/4 for a distance of 1437.80 feet to a point; thence leaving said North line, South 11 degrees 39 minutes 06 seconds East for a distance of 899.27 feet to a point on the South line of the Norfolk Southern Railroad right of way margin (100' right-of-way) and the POINT OF BEGINNING of the parcel herein described; thence North 41 degrees 06 minutes 35 seconds East along said right-of-way for a distance of 213.32 feet to a 1/2" nail found in rebar (disturbed); thence leaving said right-of-way, South 82 degrees 24 minutes 34 seconds East for a distance of 339.29 feet to an iron pin set on the West right-of-way margin of Chelsea Road (right-of-way varies); thence along said right-of-way the following five (5) calls: thence South 00 degrees 08 minutes 27 seconds East for a distance of 18.02 feet to a concrete monument found; thence South 89 degrees 58 minutes 22 seconds East for a distance of 36.68 feet to a concrete monument found; thence South 00 degrees 09 minutes 44 seconds East for a distance of 21.96 feet to a concrete monument found; thence South 07 degrees 54 minutes 04 seconds West for a distance of 70.67 feet to a concrete monument found; thence South 00 degrees 01 minutes 25 seconds East for a distance of 215.00 feet to a concrete monument found at a point of flare in said right-of-way margin; thence South 44 degrees 25 minutes 24 seconds West along said flare for a distance of 135.24 feet to a concrete monument found on the North right-of-way margin of State Highway 25 (130' right-of-way); thence South 63 degrees 37 minutes 44 seconds West along said right-of-way for a distance of 627.94 feet to a 2-1/2" open top pipe found at a point on a curve to the left, having a radius of 3185.12, a chord bearing of South 59 degrees 01 minutes 28 seconds West and a chord length of 292.52 feet; thence along the arc of said curve for a distance of 292.62 feet to a 1/2" capped rebar found stamped "RYS"; thence leaving said right-of-way, North 33 degrees 36 minutes 47 seconds West for a distance of 224.33 feet to a 5/8" rebar found on the South right-of-way margin of said Norfolk Southern Railroad right-of-way; thence with a curve to the left, having a radius of 2850.00 feet, a chord bearing of North 45 degrees 26 minutes 09 seconds East and a chord length of 499.58 feet; thence along the arc of said curve, and along said right-of-way, for a distance of 500.22 feet to a point; thence North 41 degrees 06 minutes 35 seconds East for a distance of 262.47 feet to the POINT OF BEGINNING. Containing 9.798 acres, more or less.

PARCEL 2

A parcel of land, lying in the Northeast 1/4 of the Southeast 1/4 of Section 23, Township 21 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

COMMENCE at a 1/2" open top pipe found and locally accepted to be the Northwest corner of said 1/4-1/4 section; thence North 89 degrees 14 minutes 54 seconds East along the North line of said 1/4-1/4 for a distance of 1678.87 feet to a point; thence leaving said North line, South 41 degrees 21 minutes 52 seconds East for a distance of 775.06 feet to an iron pin set on the East right-of-way margin of Chelsea Road (right-of-way varies) and the POINT OF BEGINNING of the parcel herein described; thence leaving said right-of-way, South 83 degrees 48 minutes 38 seconds East for a distance of 121.00 feet to an iron pin set; thence South 00 degrees 21 minutes 47 seconds East for a distance of 75.00 feet to an iron pin set; thence South 83 degrees 49 minutes 05 seconds East for a distance of 306.95 feet to a 1/2" capped rebar found; thence South 05 degrees 31 minutes 31 seconds West for a distance of 185.77 feet to a 1/2" capped rebar found on the North right-of-way margin of Alabama Highway 25 (130' right-of-way); thence along said right-of-way the following three (3) calls: thence South 63 degrees 51 minutes 34 seconds West for a distance of 205.77 feet to an iron pin set; thence South 42 degrees 03 minutes 29 seconds West for a distance of 53.85 feet to a 1/2" rebar found; thence 63 degrees 51 minutes 34 seconds West for a distance of 150.00 feet to a 1/2" rebar found at a point of flare in said right-of-way; thence North 62 degrees 32 minutes 02 seconds West along said flare for a distance of 55.86 feet to a 1/2" capped rebar found stamped "GSA" on the East right-of-way margin of said Chelsea Road; thence North 00 degrees 21 minutes 47 seconds West along said right-of-way for a distance of 401.98 feet to an iron pin set; thence North 00 degrees 21 minutes 47 seconds West for a distance of 75.00 feet to the POINT OF BEGINNING. Containing 3.197 acres, more or less.

TOGETHER with all Debtor's right, title and interest, if any, in all buildings, structures and other improvements now or hereafter attached to or located on the Land, or any part or parcel thereof, and

TOGETHER with all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Borrower and located in, or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Land, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Land as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by a Mortgage and Security Agreement dated of even date herewith; and

TOGETHER with 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 Land (other than fixtures); or placed on the Land and used or useful in connection with, or in any way pertaining or relating to, the Land or the use and occupancy thereof, though not attached to the Land; or for which the proceeds of the Secured Indebtedness has been or may be advanced, wherever the same may be located; and

TOGETHER with all policies of hazard insurance now or hereafter in effect that insure the Land, or any Improvements, 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; and

TOGETHER with all rents, issues, profits and revenues of the Land from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, security deposits and escrow funds, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to the same, reserving only the right to Borrower to collect the same so long as an Event of Default has not occurred hereunder or such collection is not otherwise restricted by the Mortgage; and

TOGETHER with all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Land or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by them; and

TOGETHER with 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 the Land, or the Improvements, 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 Land, or the Improvements, or any other such property; and

TOGETHER with (1) all general intangibles relating to the development or use of the Land, the Improvements 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 Land, 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 Land, the Improvements or any other property conveyed or encumbered by the Mortgage, or used or useful in connection therewith, whether now or hereafter entered into; and

TOGETHER with all changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing; AND

TOGETHER with all proceeds of any of the foregoing.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 02/26/2025 08:22:14 AM
 \$45.00 BRITTANI
 20250226000056670

Allen S. Boyd