

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)

1a. ORGANIZATION'S NAME BROWN LANDS, L.L.C.				
OR 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)

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

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

3a. ORGANIZATION'S NAME FIRST HORIZON BANK				
OR 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

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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					
OR	10a. ORGANIZATION'S NAME				
	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)				
OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE

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 NO 1:

Commence at the NW Corner of the NW 1/4 of the SE 1/4 of Section 23, Township 21 South, Range 1 West, Shelby County, Alabama; thence N89°14'54"E a distance of 446.72'; thence S09°30'48"E a distance of 276.53'; thence S11°29'31"E a distance of 233.04'; thence S08°36'44"E a distance of 119.67'; thence S87°44'08"E a distance of 350.24' to the Northerly R.O.W. line of Industrial Parkway; thence S15°08'15"E a distance of 35.47' to the Southerly R.O.W. line of Industrial Parkway and the POINT OF BEGINNING; thence S15°34'57"E and leaving said R.O.W. line a distance of 644.65' to the Northwesterly R.O.W. line of Norfolk Southern Railroad, to a curve to the right, having a radius of 2750.00', subtended by a chord bearing S52°54'44"W, and a chord distance of 355.37'; thence along the arc of said curve and along said R.O.W. line for a distance of 355.62'; thence S56°11'12"W and along said R.O.W. line a distance of 144.51'; thence N29°46'02"W and leaving said R.O.W. line a distance of 405.76' to the Southeasterly R.O.W. line of Industrial Parkway; thence N14°42'11"E and along said R.O.W. line a distance of 305.89', to a curve to the right, having a radius of 319.61', subtended by a chord bearing N38°12'53"E, and a chord distance of 255.01'; thence along the arc of said curve and along said R.O.W. line for a distance of 262.31', to a compound curve to the right having a radius of 636.84', subtended by a chord bearing N71°06'31"E, and a chord distance of 207.63'; thence along the arc of said curve and along said R.O.W. line for a distance of 208.56' to the POINT OF BEGINNING. LESS AND ACCEPT any R.O.W. of Industrial Parkway. Said Parcel containing 8.00 acres, more or less.

PARCEL NO 2:

Commence at the NW Corner of the NW 1/4 of the SE 1/4 of Section 23, Township 21 South, Range 1 West, Shelby County, Alabama; thence N89°14'54"E a distance of 446.72'; thence S09°30'48"E a distance of 276.53'; thence S11°29'31"E a distance of 233.04'; thence S08°36'44"E a distance of 119.67'; thence S87°44'08"E a distance of 350.24' to the Northerly R.O.W. line of Industrial Parkway; thence S15°08'15"E a distance of 35.47' to the Southerly R.O.W. line of Industrial Parkway and the POINT OF BEGINNING, to a curve to the right, having a radius of 1055.98', subtended by a chord bearing of N87°32'32"E, and a chord distance of 268.14'; thence along the arc of said curve and along said R.O.W. line a distance of 268.86'; thence S48°02'25"E and leaving said R.O.W. line a distance of 134.48'; thence S47°44'04"E a distance of 21.34'; thence S43°33'04"E a distance of 213.12' to the Northwesterly R.O.W. line of Norfolk Southern Railroad; thence S41°16'41"W and along said R.O.W. line a distance of 114.67', to a curve to the right, having a radius of 2750.00', subtended by a chord bearing of S44°24'45"W, and a chord distance of 402.54'; thence along the arc of said curve and along said R.O.W. line a distance of 402.90'; thence N15°34'57"W and leaving said R.O.W. line a distance of 644.65' to the POINT OF BEGINNING. LESS AND ACCEPT any R.O.W. of Industrial Parkway. Said Parcel containing 4.26 acres, more or less.

PARCEL 3:

Lots 1 and 2, according to the Strickland Industrial Subdivision - Columbiana, as recorded in Map Book 41, Page 68, in Probate Office of Shelby County, Alabama.

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

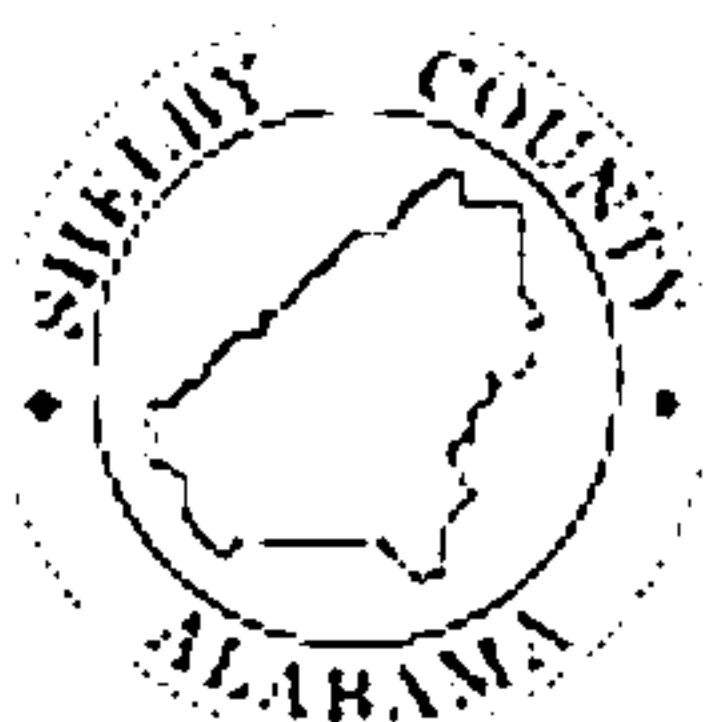
TOGETHER with all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the 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
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