

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented: 1	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to: Timothy D. Davis, Esq. Gordon, Silberman, Wiggins & Childs, P.C. 1400 SouthTrust Tower Birmingham, Alabama 35203 Pre-paid Acct # _____		<div style="writing-mode: vertical-rl; transform: rotate(180deg);"> THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office Inst # 2000-13600 04/26/2000-13600 11:52 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 002 NMS 16.00 </div>
2. Name and Address of Debtor (Last Name First if a Person) Rice Land Company, L.L.C. 2511 28th Street S.W. Birmingham, Alabama 35211 Social Security/Tax ID # _____		
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) Social Security/Tax ID # _____		
<input type="checkbox"/> Additional debtors on attached UCC-E		
3. SECURED PARTY (Last Name First if a Person) Aliant Bank P. O. Box 383067 Birmingham, Alabama 35238-3067 Social Security/Tax ID # _____		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)
<input type="checkbox"/> Additional secured parties on attached UCC-E		

5. The Financing Statement Covers the Following Types (or items) of Property:

See attached Schedule I for description of collateral.

This UCC-1 is to be cross-referenced in real estate records. Debtor is the record owner of the real estate described in said Schedule I.

This UCC-1 is filed as additional security for an indebtedness secured by a Real Estate Mortgage recorded simultaneously herewith.

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:

Check X if covered: ☐ Products of Collateral are also covered.

6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)
- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.
- ☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.
- ☐ which is proceeds of the original collateral described above in which a security interest is perfected.
- ☐ acquired after a change of name, identity or corporate structure of debtor
- ☐ as to which the filing has lapsed.

7. Complete only when filing with the Judge of Probate:
 The initial indebtedness secured by this financing statement is \$ **1,200,000.00**
 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ **-0-**

8. ☒ This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)

Signature(s) of Secured Party(ies)
 (Required only if filed without debtor's Signature — see Box 6)

By: *[Signature]*
 Signature(s) of Debtor(s)
 Its: **Member**
 Signature(s) of Debtor(s)
Rice Land Company, L.L.C.
 Type Name of Individual or Business

Signature(s) of Secured Party(ies) or Assignee

 Signature(s) of Secured Party(ies) or Assignee

 Type Name of Individual or Business

SCHEDULE I

(1) All of the Debtor's rights in the property (the "Property") described in Paragraphs (A) through (I) below:

(A) The property which is located at 16585 U.S. Hwy. 280, Chelsea, Alabama 35043, Shelby County, Alabama, and being more particularly described as follows:

Lot A Rice Addition to U.S. Highway 280, as recorded in Map Book 23, Page 55, in the Probate Office of Shelby County, Alabama;

(B) All buildings and other improvements that are located on the property described in Paragraph (A) above;

(C) All rights in other property that Debtor has as owner of the property described in Paragraph (A) above. These rights are known as "easements, rights and appurtenances attached to the property;"

(D) All rents or royalties from the property described in Paragraph (A) above;

(E) All mineral, oil and gas rights and profit, water rights and water stock that are part of the property described in Paragraph (A) above;

(F) All rights that Debtor has in the land which lies in the streets or roads in front of, or next to, the property described in Paragraph (A) above;

(G) All fixtures that are now or in the future will be on the property described in Paragraphs (A) and (B) above, and all replacements of and additions to those fixtures, except for those fixtures, replacements or additions that under the law are "consumer goods" and that the Debtor acquires more than twenty (20) days after the date of the Note;

(H) All of the rights and property described in Paragraphs (B) through (F) above that the Debtor acquires in the future; and

(I) All replacements of or additions to the property described in Paragraphs (B) through (F) and Paragraph (H) above.

Except as otherwise specifically defined herein, all capitalized words and phrases used in this Section (1) shall have the respective meanings attributable to them in that certain Real Estate Mortgage entered into by Debtor in favor of Secured Party simultaneously herewith, as the same may be amended or modified from time to time (the "Mortgage"), the terms and conditions of which are hereby incorporated herein by this reference.

(2) All goods used or useful in Debtor's trade or business (including farming), including all machinery, furniture, motor vehicles, farm equipment, equipment and fixtures, wherever any such goods are located now or in the future, and including all such goods Debtor now owns and also all such goods Debtor acquires in the future.

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