

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] J. David Dresher (205) 521-8605
B. SEND ACKNOWLEDGMENT TO: (Name and Address) J. David Dresher Bradley Arant Rose & White LLP One Federal Place 1819 Fifth Avenue North Birmingham, Alabama 35203-2104

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Rice Land Company, L.L.C.	1b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 824 Heatherwood Trail				CITY Birmingham	STATE AL	POSTAL CODE 35244	COUNTRY
To TAX ID # SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability company	1f. JURISDICTION OF ORGANIZATION Alabama		1g. ORGANIZATIONAL ID #, if any		☒ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME	2b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS				CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID# SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION		2g. ORGANIZATIONAL ID #: if any		☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 31b)

3a. ORGANIZATION'S NAME SouthTrust Bank	3b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 420 North 20th Street				CITY Birmingham	STATE AL	POSTAL CODE 35203	COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

The items and types of property described on the Schedule attached hereto which, together with the Exhibit or Exhibits thereto, are incorporated herein by reference.

DEBTOR IS RECORD OWNER OF REAL ESTATE
CROSS REFERENCE IN REAL ESTATE MORTGAGE RECORDS

Additional security for mortgaged filed simultaneously herewith

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. ☒ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)			All Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA						

Shelby County Probate -

BARW internal #172

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT		
9a. ORGANIZATION'S NAME		
Rice Land Company, L.L.C.		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

Shelby County Probate -
BARW internal #47

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> name (11a or 11b) - do not abbreviate or combine names				
11a. ORGANIZATION'S NAME				
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
11d. TAX ID# SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S <u>or</u> ☐ ASSIGNOR S/P'S NAME - insert only <u>one</u> name (12a or 12b)				
12a. ORGANIZATION'S NAME				
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate.

See Exhibit A for legal description of property

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction -- effective 30 years

☐ Filed in connection with a Public-Finance Transaction - effective 30 years

**SCHEDULE A
TO UCC-1 FINANCING STATEMENT**

1) All of Debtor's right, title and interest in and to certain real property (the "Real Estate") more particularly described in Exhibit A attached hereto and made a part hereof;

2) All of Debtor's title and interest in and to any and all buildings, constructions and improvements now or hereafter erected in or on the Real Estate, including the fixtures and those attachments, appliances, equipment, machinery and other articles that are attached to said buildings, constructions and improvements, all of which shall be deemed and construed to be a part of the realty;

3) All right, title and interest of Debtor in and to all of the items incorporated as part of or attributed or affixed to any of the Real Estate or any other interest of Debtor, whether now owned or hereafter acquired, in, to or relating to the Real Estate, in such a manner that such items are no longer personal property under the law of the state where the property is situated;

4) All personal property including, without limitation, all supplies, equipment, tools, furniture, furnishings, fixtures, machinery and construction materials that Debtor now or hereafter owns or in which Debtor now or hereafter acquires an interest or right and that are now or hereafter located on or affixed to the Real Estate or used or useful in the operation, use or occupancy of the Real Estate or the construction of any improvement on the Real Estate, including any interest of Debtor in and to personal property that is leased or subject to any superior security interest and including all heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and/or compacting plants, systems, fixtures and equipment, elevators, escalators, sprinkler systems and other fire prevention and extinguishing apparatus and materials, vacuum cleaners, office furniture, telephones and telecommunication equipment, compartment safes, carpeting, window coverings and all proceeds of and substitutions and replacements for any such items;

5) All of Debtor's:

i) inventory, including all goods, merchandise, raw materials, supplies and other tangible personal property, now owned or hereafter acquired, and all documents now and at any time or times covering or representing any of said property;

ii) accounts, accounts receivable, contract receivables, contract rights, notes, drafts, acceptances, instruments, chattel paper and general intangibles, and all guarantees and suretyship agreements relating thereto and all security for payment thereof, now or hereafter existing or arising; and

iii) equipment located on the Real Estate, including all furniture, furnishings, machinery, storage shelves and other goods used in the conduct of Debtor's business, now owned or hereafter acquired;

6) All rents, issues, profits, royalties, income and other benefits derived from the Real Estate (collectively, the "Rents"), now or hereafter existing or entered into;

7) All interests, estates or other claims, both in law and in equity, that Debtor now has or may hereafter acquire in the Real Estate including, but not limited to all of Debtor's interest in any and all options to purchase the Real Estate that Debtor may have or may hereafter acquire;

8) All easements, rights-of-way and rights now owned or hereafter acquired by Debtor used in connection with or as a means of access to the Real Estate including all rights pursuant to any trackage agreement and all rights to the nonexclusive use of common drive entries, and all tenements, hereditaments and appurtenances of and to such easements rights-of-way and rights, and all water and water rights and shares of stock evidencing the same;

9) All interests of Debtor as lessor or sublessor (and similar interests) in and to all leases or subleases covering all or any portion of the Real Estate, now or hereafter existing or entered into, and all right, title and interest of Debtor under such leases and subleases, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

10) All right, title and interest now owned or hereafter acquired by Debtor in and to any greater estate in the Real Estate;

11) All right, title and interest now owned or hereafter acquired by Debtor in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Real Estate, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Real Estate;

12) All rights and interests of Debtor in, to and under all plans, specifications, maps, surveys, studies, reports, permits, licenses, architectural, engineering and construction contracts, books of account, insurance policies and other documents, of whatever kind or character, relating to use, construction upon, occupancy, leasing, sale or operation of the Real Estate; and

13) All of the estate, interest, right, title, other claim or demand, both in law and in equity, including claims or demands with respect to the proceeds of insurance, that Debtor now has or may hereafter acquire in the Real Estate, and other proceeds from sale or disposition of real or personal property hereby secured that Debtor now has or may hereafter acquire and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu of eminent domain, of the whole or any part of the Real Estate, including any award resulting from a change of grade of streets and any award for severance damages.

Legal Description

PARCEL I:

A parcel of land situated in the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 32, Township 21 South, Range 2 West, and being more particularly described as follows:

Commence at the Northwest corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 32, Township 21 South, Range 2 West; thence South $87^{\circ} 19' 32''$ East a distance of 420.65 feet to the Southwesterly right of way line of Shelby County Highway No. 87 (ROW varies); thence South $24^{\circ} 24' 46''$ East along said right of way line a distance of 43.90 feet to a point on a curve to the right having a radius of 1,352.39 feet and a central angle of $4^{\circ} 12' 36''$; thence along said right of way line and the arc of said curve a distance of 99.37 feet, said arc subtended by a chord which bears South $22^{\circ} 18' 33''$ East a distance of 99.35 feet to the end of said curve; thence South $29^{\circ} 56' 26''$ East along said right of way line a distance of 97.04 feet to a point on a non-tangent curve to the right having a radius of 1,372.39 feet and a central angle of $2^{\circ} 30' 18''$; thence along said right of way line and the arc of said curve a distance of 60.00 feet, said arc subtended by a chord which bears South $14^{\circ} 48' 14''$ East a distance of 59.99 feet to the point of beginning, and to a point on a curve to the right having a radius of 1,372.39 feet and a central angle of $5^{\circ} 17' 32''$; thence along said right of way line and the arc of said curve a distance of 126.76 feet, said arc subtended by a chord which bears South $10^{\circ} 54' 19''$ East a distance of 126.72 feet, to a concrete right of way monument, said monument lying on a curve to the right having a radius of 1,372.39 feet and a central angle of $7^{\circ} 17' 37''$; thence leaving said right of way line and along the arc of said curve a distance of 174.70 feet, said arc subtended by a chord which bears South $4^{\circ} 36' 45''$ a distance of 174.59 feet, to the end of said curve; thence South $89^{\circ} 02' 04''$ West, a radial to the last described curve, a distance of 250.00 feet; thence North $7^{\circ} 21' 03''$ West a distance of 250.00 feet; thence North $77^{\circ} 21' 24''$ East a distance of 250.00 feet to the point of beginning.

PARCEL II:

A parcel of land situated in Shelby County, Alabama, and more particularly described as follows:

Commence at the SE corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 23, township 21 South, Range 3 West and run Westerly along South line of said Quarter-Quarter section 8.6 feet; thence turn right $98^{\circ} 43'$ and run Northerly 272.20 feet to a point on the Westerly right of way of Alabama Highway 119, said point also being the Point of Beginning; thence continued along last described course and along said right of way, 190.00 feet; thence turn left $100^{\circ} 51' 54''$ and run Southwesterly 250.00 feet; thence turn left $79^{\circ} 08' 06''$ and run Southwesterly 190.00 feet; thence turn left $100^{\circ} 51' 54''$ and run Northeasterly 250.00 feet to the point of beginning.

PARCEL III:

A lot in the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 25, Township 20, Range 3 West, more particularly described as follows:

Begin at a point where the West margin of the right of way of U.S. Highway No. 31 intersects the North boundary of said Quarter-Quarter section and run thence Westerly along the North Boundary of said Quarter-Quarter section 156.20 feet; thence South $7^{\circ} 01'$ West 944.20 feet to the West margin of said right of way of said U.S. Highway No. 31; thence run North $16^{\circ} 15'$ East along the West boundary of said right of way 970.22 feet to the point of beginning.

Less and except the north 350 thereof.

The ownership of a portion of said lot having been changed by document recorded in Deed Book 364, Page 806, Shelby County, Alabama, said lot is better described as follows:

Commence at the Northwest corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 25, Township 20 South, Range 3 Shelby County, Alabama, thence run Southerly along the West line of said Quarter-Quarter section for 373.97 feet; thence turn $81^{\circ} 19' 53''$ left and run Southeasterly for 652.61 feet to the point of beginning; thence turn $90^{\circ} 57' 10''$ left and run Northeasterly for 125.14 feet; thence turn $83^{\circ} 17' 01''$ right and run Easterly for 100.25 feet to a point on the Westerly right of way line of U.S. Highway No. 31; thence turn $104^{\circ} 19' 43''$ right and run Southwesterly along said road right of way for 321.85 feet; thence turn $75^{\circ} 27' 22''$ right and run Westerly for 45.12 feet; thence turn $93^{\circ} 13' 47''$ right and run Northerly for 188.00 feet to the point of beginning.

PARCEL IV:

Lot A Rice Addition to U.S. Highway 280, Alabama, as recorded in Map Book 23, Page 55, in the Probate Office of Shelby County, Alabama, and being more particularly described as follows:

Commence at the NW corner of Section 27, Township 19 South, Range 1 West; thence run South along the West line of said Section for 3288.18 feet; thence $89^{\circ} 05' 34''$, left run 2930.96 feet to the Southwesterly right of way of U.S. Highway 280; thence $10^{\circ} 30' 41''$ left run along said right of way for 189.65 feet to the point of beginning; thence continue last described course for 260.01 feet; thence $89^{\circ} 51' 25''$ right run 200.00 feet; thence $90^{\circ} 08' 35''$ right run 260.01 feet; thence $89^{\circ} 51' 25''$ right run 200.00 feet to the point of beginning.