

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Ms. Josephine Lowery  
Balch & Bingham LLP  
P. O. Box 306  
Birmingham, Alabama 35201

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  
Stonegate Farms, LLC

OR 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
1000 Urban Center Drive, Suite 650 Vestavia Hills AL 35242 USA

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any  
limited liability company Alabama ☒ 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

OR 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 3b)

3a. ORGANIZATION'S NAME  
Compass Bank

OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
P. O. Box 10566 Birmingham AL 35296 USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A and Exhibit B hereto incorporated herein by reference.

This financing statement is filed as additional security for a mortgage recorded contemporaneously herewith upon which the mortgage recording tax has been paid.

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 [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA  
Judge of Probate of Shelby County, Alabama

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

OR	9a. ORGANIZATION'S NAME Stonegate Farms, LLC		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

OR	11a. ORGANIZATION'S NAME				
	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
					<input type="checkbox"/> NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

OR	12a. ORGANIZATION'S NAME				
	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 B hereto incorporated herein by reference.

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



**EXHIBIT A**  
**DESCRIPTION OF COLLATERAL**  
**[COUNTY FILINGS]**

- (a) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described in **Exhibit B** (the "Land"), and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever the same may be located (the "Improvements");
- (b) All accounts (as presently or hereafter defined in the UCC), general intangibles, goods, contracts and contract rights relating to the Land and Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land and Improvements;
- (c) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, subleases, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:
  - (i) All rents, fees, royalties, profits, issues and revenues of the Land and Improvements from time to time accruing, whether under leases or tenancies now existing or hereafter created or otherwise, or under any other agreement or license for the use,

occupancy or possession of all or any part of the Land and Improvements now existing or hereafter created; and

- (ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land and Improvements or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land and Improvements or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Secured Party hereby is authorized on behalf of and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Secured Party may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;
- (d) Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements relating to the use, development, construction, occupancy and operation of the Land and Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing;
- (e) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b), (c), or (d) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a), (b), (c) or (d) above.

Debtor hereby grants Secured Party a security interest in the foregoing.

Record Owner of Real Estate:**Debtor**

PROVIDED AS ADDITIONAL SECURITY FOR MORTGAGE RECORDED  
CONTEMPORANEOUSLY HEREWITH.



**EXHIBIT B**  
**DESCRIPTION OF REAL PROPERTY**

**Parcel I**

Lot 1, according to the Survey of Stonegate Realty Subdivision as recorded in Map Book 27 page 133 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Less and except the following parcels:

Lots 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 24, 25, 26 and 27, according to the Final Plat of Stonegate Realty, Phase 1, as recorded in Map Book 29 page 4 A and B in the Probate Office of Shelby County, Alabama.

Lots 22A and 23A, according to the Final Plat of Stonegate Realty Lake Lots resurvey as recorded in Map Book 29 page 139 in the Probate Office of Shelby County, Alabama.

Lots 32, 33, 34, 36, 37, 39, 40 and 45 according to the Final Plat of Stonegate Realty, Phase Town, as recorded in Map Book 31 page 28 A and B in the Probate Office of Shelby County, Alabama.

Also less and except the parcels described in the following attached deeds:

1. Inst. #20030224000111590 (common area)
2. Inst. #20030321000173110 (Lot 47)
3. Inst. #20030530000335950 (Lot 48)
4. Inst. #20030530000335980 (Lot 49)
5. Inst. #20030530000336000 (Lot 67)

NOTE: This land has been resurveyed in Map Book 29 page 4 A & B and Map Book 31 page 28 A & B in the Probate Office of Shelby County, Alabama.

## Parcel II

A parcel of land situated in the East ½ of Section 24, Township 18 South, Range 1 West, and the West ½ of Section 19, Township 18 South, Range 1 East, all located in Shelby County, Alabama, being more particularly described as follows:

Begin at the westernmost corner of Lot 2, of the Stonegate Realty Subdivision as recorded in Map Book 27 page 133, in the Office of the Judge of Probate of Shelby County, Alabama and run South 16 deg. 39 min. 47 sec. West for distance of 862.14 feet to a point; thence run South 64 deg. 27 min. 59 sec. West for a distance of 857.24 feet to a point; thence run North 68 deg. 54 min. 38 sec. West for a distance of 166.03 feet to a point on a curve to the left having a radius of 156.83 feet, a central angle of 40 deg. 13 min. 55 sec. a chord bearing of North 04 deg. 38 min. 46 sec. East and a chord length of 107.45 feet; thence run 109.67 feet along the arc of said curve to a point on a curve to the right having a radius of 125.43 feet, a central angle of 21 deg. 56 min. 18 sec. a chord bearing of North 04 deg. 25 min. 03 sec. West and a chord length of 47.93 feet; thence run 48.22 feet along the arc of said curve to a point; thence run North 06 deg. 33 min. 06 sec. East for a distance of 54.23 feet to a point; thence run South 49 min. 05 min. 17 sec. East for a distance of 207.49 feet to a point; thence run South 70 deg. 33 min. 05 sec. East for a distance of 107.97 feet to a point; thence run North 46 deg. 48 min. 55 sec. East for a distance of 147.53 feet to a point; thence run North 26 deg. 40 min. 13 sec. West for a distance of 140.59 feet to a point; thence run North 31 deg. 34 min. 25 sec. West for a distance of 80.42 feet to a point; thence North 03 deg. 02 min. 46 sec. West for a distance of 85.19 feet to a point; thence run North 24 deg. 33 min. 20 sec. East for a distance of 82.31 feet to a point; thence run North 23 deg. 37 min. 00 sec. East for a distance of 124.22 feet to a point; thence run North 49 deg. 21 min. 41 sec. West for a distance of 151.46 feet to a point; thence run North 58 deg. 34 min. 13 sec. West for a distance of 52.98 feet to a point; thence run North 31 deg. 35 min. 34 sec. East for a distance of 52.03 feet to a point; thence run North 24 deg. 13 min. 07 sec. East for a distance of 102.80 feet to a point; thence run North 39 deg. 25 min. 21 sec. East for a distance of 159.63 feet to a point; thence run North 19 deg. 30 min. 46 sec. East for a distance of 54.77 feet to a point; thence run North 32 deg. 40 min. 19 sec. East for a distance of 70.33 feet to a point; thence run North 39 deg. 03 min. 55 sec. East for a distance of 98.24 feet to a point; thence run North 41 deg. 11 min. 45 sec. West for a distance of 13.87 feet to a point; thence run North 54 deg. 34 min. 24 sec. East for a distance of 123.46 feet to a point; thence run North 19 deg. 03 min. 52 sec. West for a distance of 34.27 feet to a point; thence run North 76 deg. 33 min. 45 sec. West for a distance of 85.00 feet to a point; thence run North 49 deg. 36 min. 19 sec. West for a distance of 42.78 feet to a point; thence run North 11 deg. 58 min. 25 sec. East for a distance of 7.00 feet to a point; thence run North 83 deg. 48 min. 26 sec. West for a distance of 329.72 feet to a point; thence run North 86 deg. 52 min. 38 sec. East for a distance of 447.03 feet to a point of the western boundary of said Stonegate Realty Subdivision Lot 2; thence run South 16 deg. 39 min. 47 sec. West along the said western boundary for a distance of 232.55 feet to the point of beginning.

All of the above being situated in Shelby County, Alabama.

**EXHIBIT C**

**SIGNATURE PAGE**

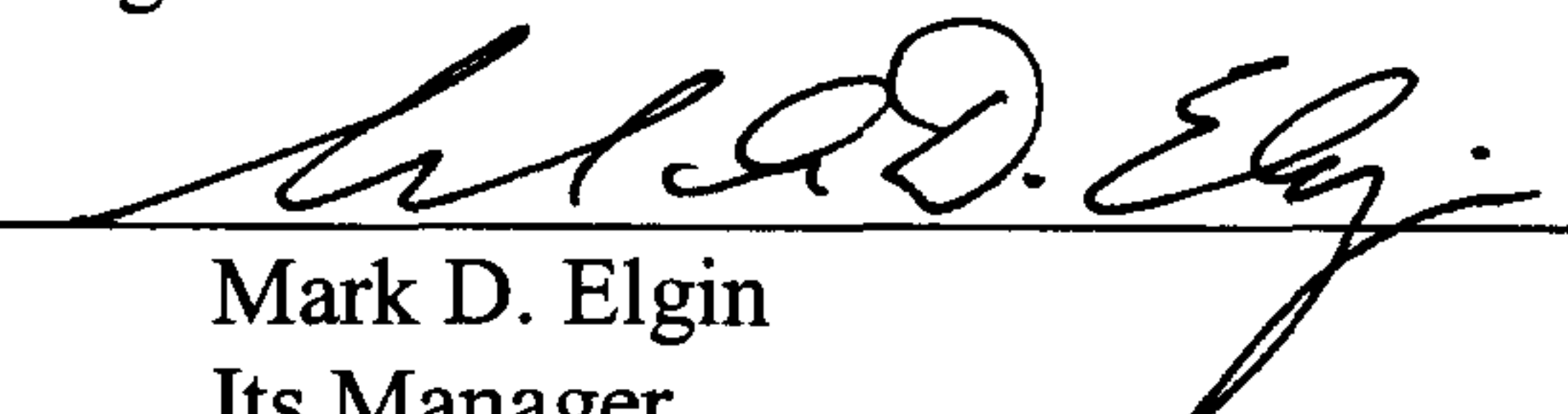
**DEBTOR:**

**STONEGATE FARMS, LLC**, an Alabama limited liability company

By: Stonegate Projects (Alabama), LLC, an Alabama limited liability company  
Its Manager

By: Stonegate Realty Company, LLC, an Oklahoma limited liability company

Its Manager

By:   
Mark D. Elgin  
Its Manager