[redacted]

2003120200078O190 Pg 1/4 35.00
Shelby Cnty Judge of Probate,AL
12/02/2003 08:23:00 FILED/CERTIFIED

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

M. Beth O'Neill, Esq.
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 AmSouth/Harbert Plaza
Birmingham, Alabama 35203

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: FARMER DEVELOPMENT, INC.					
OR 1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME		SUFFIX
1c. MAILING ADDRESS: 250 Yeager Parkway, Suite C		CITY: Pelham	STATE: AL	POSTAL CODE: 35124	COUNTRY: USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION: corporation	1f. JURISDICTION OF ORGANIZATION: Alabama	1g. ORGANIZATIONAL ID # (if any): D/C 228-180	☐ 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: ALIANT BANK					
OR 3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME		SUFFIX
3c. MAILING ADDRESS: 1100 Corporate Parkway		CITY: Birmingham	STATE: AL	POSTAL CODE: 36238	COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule I and Exhibit A attached hereto and made a part hereof.

TO BE FILED IN: Shelby County, Alabama
Aliant/Farmer - MCG #8752-4

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 [or record] (or recorded) in the REAL ESTATE RECORDS Attach Addendum [if applicable]

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

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY -- UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

00952588.1

SCHEDULE I
TO
UCC-1 FINANCING STATEMENT

This financing statement covers the following items (or types) of property:

(a) **Land.** The land located in Shelby County, Alabama more particularly described in **Exhibit A**, and all reversions and remainders in and to said land and all tenements, hereditaments, easements, rights-of-way, rights (including mineral and mining rights, and all water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto, including any right, title and interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any other property, and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land; all rights of ingress and egress to parking facilities on or within said land; and all claims or demands of Borrower either at law or in equity, in possession or expectancy of, in or to any of the same (all of the foregoing hereinafter collectively called the "Land").

(b) **Improvements.** All buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building materials, building equipment and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, now owned or hereafter acquired by the Borrower (all of the foregoing hereinafter collectively called the "Improvements," and together with the Land called the "Real Property").

(c) **Personal Property.** 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 Real Property (other than fixtures); or placed on the Real Property and used or useful in connection with, or in any way pertaining or relating to, the Real Property or the use and occupancy thereof, though not attached to the Real Property; or for which the proceeds of any credit secured by this financing statement have been or may be advanced, wherever the same may be located including: (1) all lumber and lumber products, bricks, stones, building blocks, sand, cement, pipes, poles, conduits, hardware, wires, wiring and all other building materials; and (2) all machinery, equipment, appliances and fixtures for generating or distributing air, water, heat, electricity, light, fuel or refrigeration, or for incinerating or compacting, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse, sewage, or garbage, and all furniture, furnishings, decorations, appliances and installations, vaults, awnings, fire hoses, plumbing, motors, engines, boilers, furnaces, incinerators, and signage and graphics (all of the foregoing hereinafter collectively called the "Personal Property").

(d) **Rents and Leases.** All leases, subleases, lettings and licenses, and other use and occupancy agreements, now or hereafter pertaining to any of the Real Property or Personal Property, and all rents, profits, issues and revenues of the Real Property and Personal Property now or hereafter accruing, whether accruing before or after the filing of any petition by or against the Borrower under the federal Bankruptcy Code.

(e) **Insurance Policies.** All policies of hazard insurance now or hereafter in effect that insure the Improvements, the Personal Property, or any of the other property conveyed or encumbered by the mortgage to which this financing statement relates (the "Mortgage"), 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.

(f) **Litigation Awards.** All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, together with the right to receive the same, that may be made or due to the Borrower or any subsequent owner of any of the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, 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 Real Property, the Personal Property or any other such property.

(g) **General Intangibles and Agreements.** (1) All general intangibles relating to the development or use of the Real Property, the Personal Property 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 Real Property, 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 leasing, construction, renovation, maintenance, engineering, architectural, management, operating and concession agreements) affecting the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, or used or useful in connection therewith, whether now or hereafter entered into.

(h) **Supplemental Documents.** All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing.

(i) **Proceeds.** All proceeds of any of the foregoing.

As used in this Schedule I, **Borrower** means the debtor(s) described in this financing statement.

Some of the above-described property is now, or may in the future become, affixed to the Land described in **Exhibit A**. The Borrower is a record owner of the Land.

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.

20031202000780190 Pg 4/4 35.00
Shelby Cnty Judge of Probate,AL
12/02/2003 08:23:00 FILED/CERTIFIED

EXHIBIT A
LEGAL DESCRIPTION OF LAND

A parcel of land situated in the E 1/2 of the SE 1/4 of Section 23, the W 1/4 of the SW 1/4 of Section 24, E 1/4 of Section 26, and the W 1/4 of the NW 1/4 of Section 25, all in Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

PARCEL 1

Commence at the NW corner of the NW 1/4 of the SW 1/4 of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama; thence N89°50'27"E, a distance of 91.73' to the westerly right-of-way line of USX Railroad (100' ROW); thence S02°25'47"E along said right-of-way, a distance of 335.26'; thence S02°22'44"E along said right-of-way, a distance of 559.61' to the POINT OF BEGINNING; thence continue southerly along said line and along said right-of-way, a distance of 438.40'; thence S01°36'18"E along said right-of-way, a distance of 302.61'; thence continue southerly along said line along said right-of-way, a distance of 60.01'; thence continue southerly along said line and along said right-of-way, a distance of 467.74'; thence S02°05'38"E along said right-of-way, a distance of 660.39'; thence S01°31'30"E along said right-of-way, a distance of 35.07'; thence S88°08'10"W and leaving said right-of-way, a distance of 877.44' to a centerline of Buck Creek; thence N08°33'21"W along said centerline, a distance of 232.75'; thence N02°19'41"E along said centerline, a distance of 99.42'; thence N14°01'26"E along said centerline, a distance of 107.59'; thence N40°01'08"E along said centerline, a distance of 97.06'; thence N53°13'17"E along said centerline, a distance of 77.93'; thence N07°50'47"E along said centerline, a distance of 46.30'; thence N07°52'01"W along said centerline, a distance of 75.04'; thence N26°19'25"W along said centerline, a distance of 183.51'; thence N72°19'02"W along said centerline, a distance of 111.95'; thence N07°22'17"W along said centerline, a distance of 25.49'; thence N13°18'46"E along said centerline, a distance of 40.13'; thence N35°07'47"E along said centerline, a distance of 29.74'; thence N55°59'23"E along said centerline, a distance of 36.74'; thence N75°40'22"E along said centerline, a distance of 51.22'; thence N47°59'13"E along said centerline, a distance of 50.67'; thence N30°57'00"E along said centerline, a distance of 82.87'; thence N41°38'08"E along said centerline, a distance of 52.16'; thence N00°21'52"W along said centerline, a distance of 38.84'; thence N34°17'32"W along said centerline, a distance of 100.80'; thence N40°03'31"W along said centerline, a distance of 120.46'; thence N35°27'40"W along said centerline, a distance of 95.12'; thence N22°06'32"W along said centerline, a distance of 122.16'; thence N45°35'48"W along said centerline, a distance of 84.79'; thence N71°24'18"W along said centerline, a distance of 81.78'; thence N12°54'51"W along said centerline, a distance of 82.60'; thence N55°11'52"E along said centerline, a distance of 55.69'; thence N76°34'43"E along said centerline, a distance of 197.18'; thence N17°49'46"E along said centerline, a distance of 36.90'; thence N88°12'18"E and leaving said centerline, a distance of 367.83'; thence S55°42'23"E, a distance of 55.55'; thence N88°12'18"E, a distance of 141.44'; thence N2°22'44"W, a distance of 180.00'; thence N87°37'16"E, a distance of 160.00'; thence S2°22'44"E, a distance of 6.66'; thence N87°37'16"E, a distance of 100.00' to the POINT OF BEGINNING.

SUBJECT TO a 60' Alabama Power Easement.