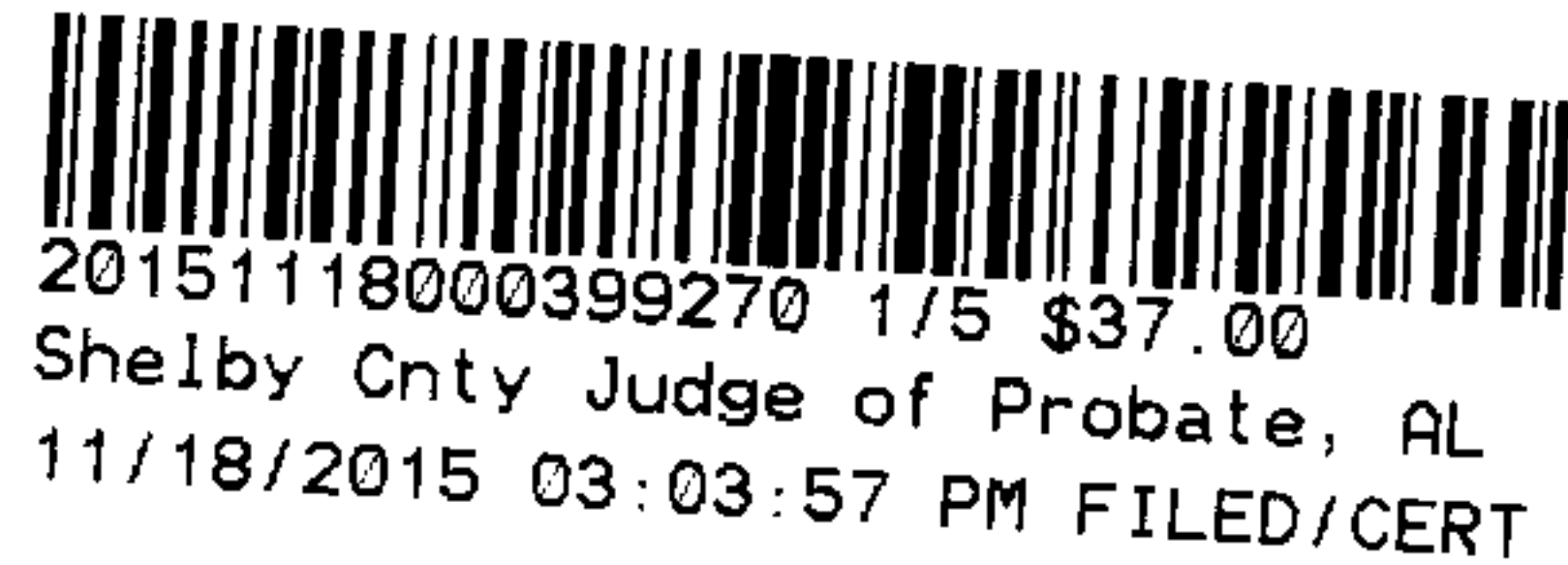


UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Cheryl Ham (205) 879-5959
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div>Cheryl Ham CORLEY MONCUS, P.C. 728 Shades Creek Pkwy., Suite 100 Birmingham, AL 35209</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)

OR	1a. ORGANIZATION'S NAME DEARING FARMS - HELENA, LLC			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 6 Office Park Circle, #215		CITY Birmingham	STATE AL	POSTAL CODE 35223
			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)

OR	2a. ORGANIZATION'S NAME			
	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)

OR	3a. ORGANIZATION'S NAME FIRST PARTNERS BANK			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 2121 Highland Avenue South		CITY Birmingham	STATE AL	POSTAL CODE 35205
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

All of the fixtures, equipment, furniture, furnishings and personal property of every nature, now owned or hereafter acquired by Debtor, all additions, replacements and proceeds thereof and all other property set forth in Schedule I attached hereto and made a part hereof, located on the real property described on the attached Exhibit "A".

THIS FINANCING STATEMENT IS FILED AS ADDITIONAL SECURITY IN CONNECTION WITH A MORTGAGE AND SECURITY AGREEMENT 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:	

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 []
9a. ORGANIZATION'S NAME
DEARING FARMS - HELENA, LLC
OR
9b. INDIVIDUAL'S SURNAME
FIRST PERSONAL NAME
ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one 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
10a. ORGANIZATION'S NAME
OR
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. [] ADDITIONAL SECURED PARTY'S NAME or [] ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)
11a. ORGANIZATION'S NAME
OR
11b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. [X] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)
14. This FINANCING STATEMENT: [] covers timber to be cut [] covers as-extracted collateral [X] 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 attached Exhibit "A".
Barcode: 20151118000399270 2/5 \$37.00
Shelby Cnty Judge of Probate, AL
11/18/2015 03:03:57 PM FILED/CERT

17. MISCELLANEOUS:

SCHEDULE I

All Debtor's right, title and interest in, to, and under any and all of the following described property (the "Property"), whether now owned or held or hereafter acquired:

(a) All those certain tracts or parcels of land located in Shelby County, Alabama, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Land"); and

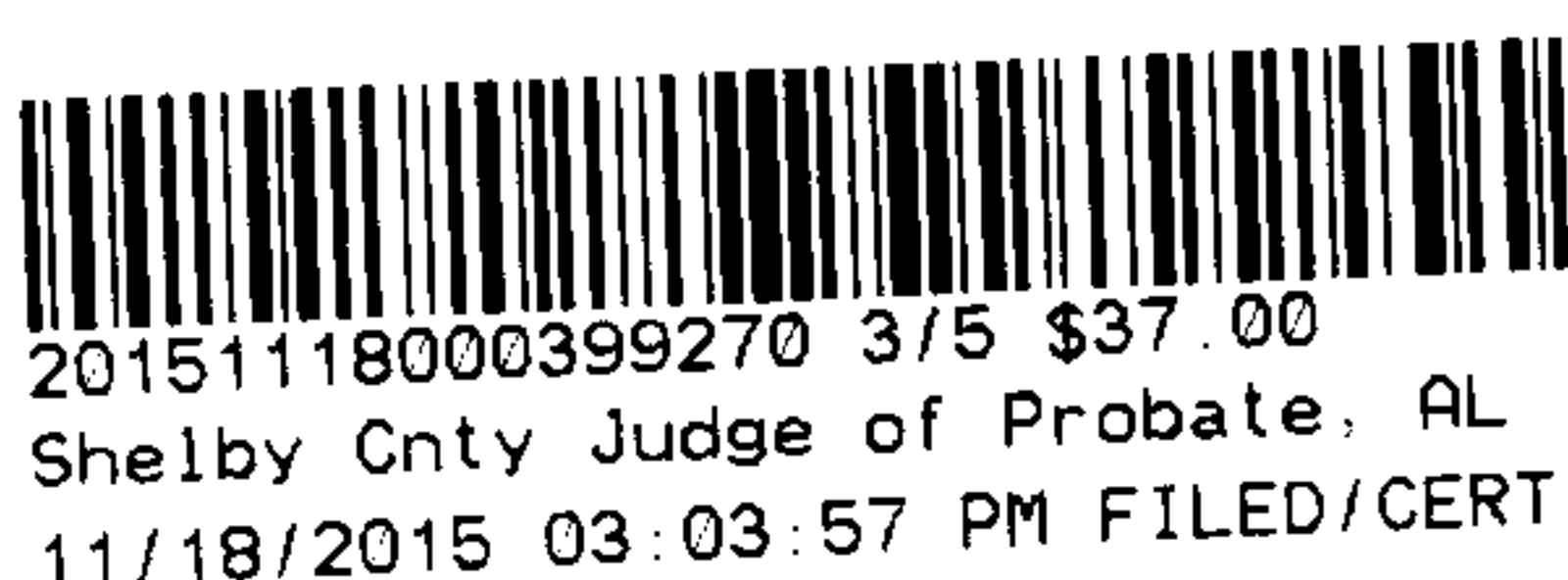
(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water 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 Premises, 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 Premises 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, Assignment of Rents and Leases, and Security Agreement being recorded simultaneously herewith (the "Mortgage"); and

(c) 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 Premises (other than fixtures); or placed on the Premises and used or useful in connection with, or in any way pertaining or relating to, the Premises or the use and occupancy thereof, though not attached to the Premises; or for which the proceeds of the Secured Indebtedness has been or may be advanced, wherever the same may be located; and

(d) All policies of hazard insurance now or hereafter in effect that insure the Premises, 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

(e) All rents, issues, profits and revenues of the Premises 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

(f) 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 Premises 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

(g) 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 Premises, 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 Premises, or the Improvements, or any other such property; and

(h) (1) All general intangibles relating to the development or use of the Premises, 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 Premises, 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 Premises, the Improvements or any other property conveyed or encumbered by this Agreement, or used or useful in connection therewith, whether now or hereafter entered into; and

(i) All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing; and

(j) All proceeds of any of the foregoing.

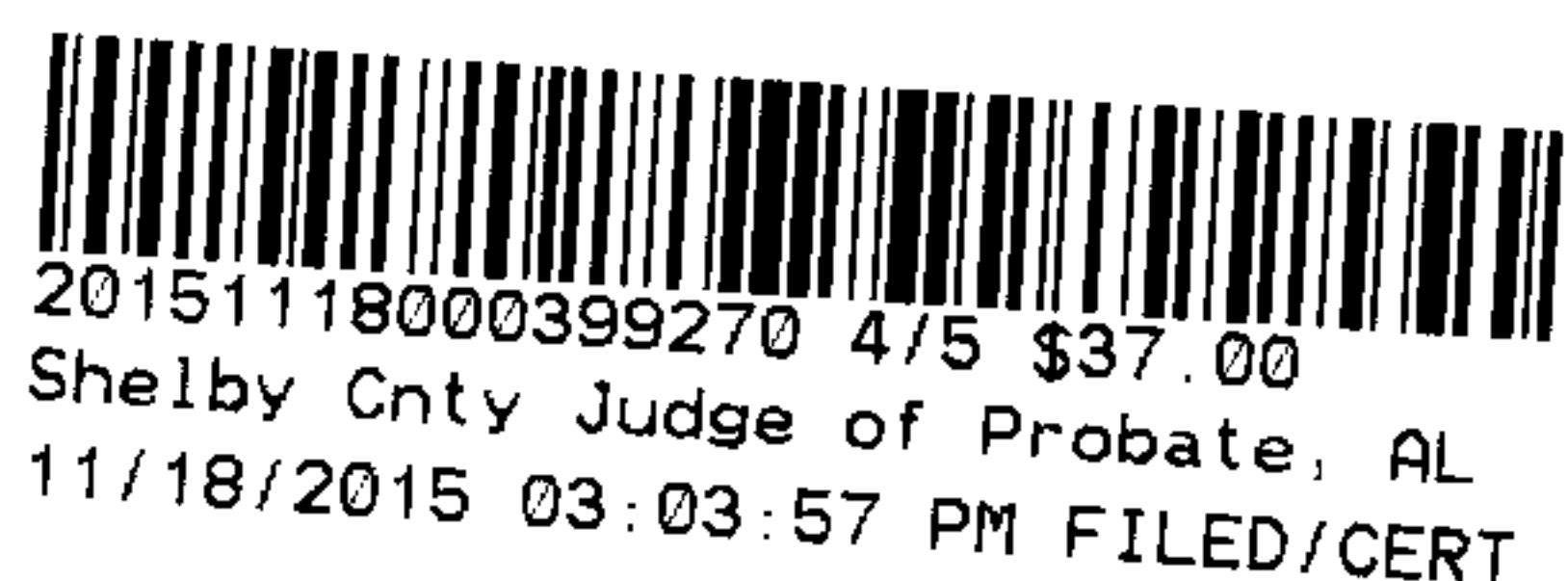



EXHIBIT "A"

A parcel of land situated in the NE 1/4 of Section 22, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

BEGIN at a rebar capped JAM at the SE corner of Lot 30 Block 3 of Plantation South Third Sector Phase V as recorded in Map Book 17 Page 85 in the Office of the Judge of Probate in Shelby County, Alabama; thence N 00°58'52" E along the east line of Lot 30 a distance of 100.00 feet to a Rebar capped JAM at the SE corner of Lot 29 Block 3; thence N 00°51'11" E along the east line of Lots 29 through 24 of Block 3 a distance of 600.25 feet to a 1/2" rebar at the SE corner of Lot 23 Block 3; thence N 00°51'11" E along the east line of Lots 23 through 21 of Block 3 and the east line of Lots 20 and 19 Block 3 of Plantation South Third Sector Phase I as recorded in Map Book 11 Page 88 in said County a distance of 459.89 feet to a rebar capped EDG; thence N 09°38'10" W along the east line of Lot 19 a distance of 156.37 feet to a 1/2" rebar at the SE corner of Lot 18 Block 3; thence N 10°08'13" W along the east line of Lot 18 a distance of 221.96 feet to an axle at the SE corner of Lot 10 Block 3 of Plantation South Second Sector Phase 1 as recorded in Map Book 9 Page 115 in said County; thence N 10°06'30" W along the east line of Lots 10 and 9 a distance of 327.24 feet to a 1" rod at the SE corner of Lot 8 Block 3; thence N 10°02'33" W along the east line of Lots 8 and 7 of Block 3 a distance of 307.26 feet to a concrete monument at the NE corner of Lot 7 Block 3; thence S 88°29'34" E a distance of 689.12 feet to a 1/2" rebar; thence S 16°32'53" E a distance of 10.24 feet to a 1/2" rebar; thence S 88°10'51" E a distance of 26.59 feet to a rebar capped EDG on the Western right-of-way line of Shelby County Highway 95, said point also being on a curve to the right having a central angle of 21°36'04" and a radius of 2824.79', said curve subtended by a chord bearing of S 13°09'07" E and a chord distance of 1058.68'; thence along the arc of said curve and along said right-of-way a distance of 1064.98' to a rebar capped EDG; thence S 02°21'05" E along said right-of-way a distance of 53.10 feet to a rebar capped EDG; thence S 08°57'31" W along said right-of-way a distance of 50.99 feet to a rebar capped EDG; thence S 02°21'05" E along said right-f-way a distance of 150.00 feet to a rebar capped EDG; thence S 13°39'41" E along said right-of-way a distance of 50.99 feet to a rebar capped EDG; thence S 02°21'05" E along said right-of-way a distance of 839.57 feet to a rebar capped EDG at the NE corner of Lot 1 of Dearing Downs 12th Addition 1st Phase as recorded in Map Book 16 Page 18 in said county; thence N 88°46'36" W leaving said right-of-way and along the north line of Lot 1 and Lots 2B and 2C of Resurvey Lots 2 & 2A Dearing Downs 12th Addition 1st Phase as recorded in Map Book 17 Page 18 in said county and then north line of Lots 2C-1 and 2C-2 of Davis Add to Dearing Downs as recorded in Map Book 25 Page 8 in said county a distance of 947.95 feet to a rebar capped EDG on the east line of Lot 94 of Bridlewood Parc Sector 3 as recorded in Map Book 20 Page 41 in said county; thence N 00°00'17" W along the east line of Lot 94 a distance of 26.38 feet to a rebar capped EDG at the NE corner of Lot 94 and on the south line of Lot 30 Block 3 of Plantation South Third Sector Phase V as recorded in Map Book 17 Page 85 in said county; thence S 88°31'08" E along the south line of Lot 30 a distance of 100.39 feet to the POINT OF BEGINNING. Said parcel of land contains 39.92 acres, more or less.


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