

20160322000091780 1/10 \$47.00
Shelby Cnty Judge of Probate, AL
03/22/2016 02:19:01 PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div>Pullman & Comley LLC 90 State House Square, 14th Floor Hartford, CT 06103 Attention: John B. D'Agostino, Esq. 77348.4</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)

1a. ORGANIZATION'S NAME	Kymulga LLC			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY		STATE	POSTAL CODE
99 High Street	Boston		MA	02110
				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)

2a. ORGANIZATION'S NAME				
OR	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)

3a. ORGANIZATION'S NAME	Metropolitan Life Insurance Company			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY		STATE	POSTAL CODE
6750 Poplar Avenue, Suite 109	Memphis		TN	38138
				COUNTRY
				USA

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

All assets and personal property, whether now owned or hereafter acquired or in which Debtor now or hereafter has an interest, including without limitation all timber, timber to be cut, as-extracted collateral, fixtures, and personal property described on Schedule A attached hereto and made a part hereof, which may relate to the real property more particularly described on Exhibit A attached hereto and made a part hereof.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

To be recorded in the real estate records for Shelby County, AL

Loan #198289 & 198290



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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

Kymulga 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. ☒ 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

☒ 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 Exhibit A attached hereto and made a part hereof.

17. MISCELLANEOUS:

SCHEDULE A

TO UCC-1 FINANCING STATEMENT

DEBTOR: KYMULGA SPRINGS LLC

SECURED PARTY: METROPOLITAN LIFE INSURANCE COMPANY

The types of property and interest covered by this UCC-1 Financing Statement (the "**Financing Statement**") include the following items described in paragraphs (a) through (s) below (each a "**Granting Clause**" and collectively, the "**Granting Clauses**"). Any capitalized terms used in this Schedule A and not defined therein shall have the meaning assigned to them in that certain Loan Agreement between Debtor and Secured Party (the "**Loan Agreement**"):

(a) All right, title and interest in and to the pieces or parcels of land described on Exhibit A attached hereto and incorporated herein by reference, whether held in fee or leasehold (the "**Premises**"), together with all improvements, buildings, structures, fixtures of every description and appurtenances now or hereafter located thereon or therein (the "**Improvements**"); and

(b) All trees and timber of every size, age, species, kind and description, now or hereafter growing, standing or lying on, or to be planted, grown, harvested from, pertaining to or located on, the Premises (whether owned or leased), goods, inventory and proceeds thereof, and including, without limitation all property related to nursery operations or replanting and reforestation, seedlings, nursery stock, trees, growing trees, standing timber, timber lying on the ground, timber cut and timber to be cut, severed timber, stumpage, forest products, lumber, pulpwood, and all products and by-products of any timber operations conducted or to be conducted on the Premises, and all proceeds, accounts, general intangibles and payment intangibles resulting from the sale of such timber, timber to be cut and timber interests (sometimes collectively referred to herein as "**Timber**");

(c) All farm products, crops, biomass and other organic products now or hereafter growing, standing or lying on, or to be grown, harvested from, pertaining to and located on, the Premises, goods, inventory and proceeds thereof, and all products and by-products of any agricultural operations conducted or to be conducted on the Premises, and all right, title and interest of Debtor in and to any credits, claims, rights or benefits arising from or related to the absorption of carbon dioxide by the trees and other organic plants growing on the Premises, carbon sequestration, carbon credits, carbon financial instruments or any other benefit by any other name or description, financial or otherwise related to the control or reduction of greenhouse gases, carbon dioxide or any other form of air or atmospheric quality incentives, whether created or sponsored through legislation of any government, industry arrangements, barter, private market or otherwise, and all proceeds, accounts and general intangibles resulting from the sale of such agricultural products or the sale, issuance, trade, barter or other transactions with any such credits, claims, rights or benefits (sometimes collectively referred to herein as "**Biomass and Credits**");

(d) All coal, oil, gas, hydrocarbons, gravel, sand, dirt, rock, phosphate, clay and other minerals and mineral rights owned by Debtor and located on, in or under the Premises

and extracted or to be extracted, as extracted collateral and all mineral interests, all rights to use the surface in connection with the mineral rights, mining or drilling rights, and all royalties, proceeds, accounts and general intangibles resulting from the sale of such minerals or mineral interests (sometimes collectively referred to herein as the “**Minerals**”);

(e) All easements, rights-of-way, gores of land, ways, riparian rights and rights of use or passage (whether public or private), estates, interests, benefits, powers, rights (including, without limitation, any and all lateral support, drainage, slope, sewer, water, air, mineral, oil, gas and subsurface rights), privileges, claims, franchises, licenses, profits, rents, royalties, tenements, hereditaments, reversions, remainders and appurtenances of every nature whatsoever, whether appurtenant or in gross, in any way now or hereafter belonging, relating, appertaining to or useful in the operation of all or any part of the Premises, Minerals, Timber, Improvements, Biomass and Credits, Equipment (hereinafter defined), or the harvesting of timber on that certain land on which Debtor owns reserved timber which has been pledged to Secured Party under a certain Security Agreement between Debtor and Secured Party, which land is described on certain UCC-1 Financing Statements referencing such Security Agreement and filed in the real property records, whether legal or equitable (all of the above, collectively referred to herein as, the “**Easements**”, and the Premises, the Improvements, the Minerals, the Easements, the Timber and the Biomass and Credits are hereinafter sometimes collectively referred to as the “**Real Estate**”);

(f) All of Debtor’s rights (but not its obligations except as otherwise expressly agreed in writing by Secured Party) under any and all agreements, leases, subleases, surface leases, licenses, written or oral, and all agreements for any manner of use or occupancy, or exploration, drilling, mining, extraction, storage, transportation, processing and handling of Minerals, and all timber sale agreements, timber cutting agreements, timber deeds, timber purchase agreements or stumpage agreements, timber harvest agreements, log or pulpwood sale agreements and other contracts and agreements pursuant to which Debtor has agreed to sell any standing or severed timber, pulpwood or other timber products from the Real Estate, whether deemed to be an easement, lease, timber deed or profit a prendre, and affecting all or any portion of the Real Estate with respect to which the Debtor is the landlord or sublandlord, it being intended that this Granting Clause shall apply to the interests of Debtor as landowner, lessor, seller, assignor or otherwise in any such agreement, and including, without limitation, any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made including subleases thereunder, upon, covering or affecting all or any part of the Real Estate, together with any and all guaranties of the lessee’s, any sublessee’s, or contracting party’s performance thereunder (all such existing or future leases, licenses, subleases, agreements, surface leases, tenancies, timber purchase agreements or stumpage agreements, timber sale agreements, timber cutting agreements, timber deeds, log or pulpwood sale agreements and all other and similar agreements, contracts, instruments or arrangements as heretofore mentioned, and any use or occupancy arrangements created pursuant to Section 365(h) of Title 11 of the United States Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Real Estate, being hereinafter collectively referred to as the “**Agreements**”) and all right, title and interest of Debtor in and to property of

any tenant or other person under any such agreement or under any other arrangement entered into in connection with any such agreement, and any and all cash, security deposits, advance payments or rentals and deposits or payments of a similar nature under any such agreement or other arrangement and together with all money payable thereunder or in connection therewith (including, without limitation, any and all cancellation or termination payments);

(g) All permits, special permits, licenses, or approvals affecting the Real Estate now owned or hereafter acquired by Debtor;

(h) The immediate and continuing right to collect and receive all of the rents, income, royalties, receipts, revenues, issues and profits now due or which may become due or to which the Debtor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of any timber contracts, leases, licenses, bills of sale or deeds, the Agreements or from or out of the Real Estate, or any part thereof, including but not limited to any and all rights and claims of any kind that the Debtor may have against any such party under the Agreements or against any subtenants, occupants or licensees of the Real Estate, or against the purchaser under any timber deed, timber cutting agreement, timber sale agreement, coal lease, oil or gas lease, mineral lease, or other agreement in any way relating to the Real Estate, (including any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Real Estate and all claims as a creditor in connection with any of the foregoing), all such moneys, rents, rights and claims in this paragraph described being hereinafter referred to as the “**Receipts**,” subject, however, to the terms and conditions of the Loan Documents;

(i) All right, title and interest in and to all water and water rights and royalties, thermal energy and other geothermal resources and development rights, arising from or relating to the Real Estate;

(j) All accounts, accounts receivable, general intangibles, payment intangibles, trade names, trademarks, commercial tort claims, letter of credit rights and proceeds, supporting obligations of every kind and nature, documents, contract rights, construction contracts, commercial paper, notes, drafts, acceptances, instruments, chattel paper, bonuses, actions and rights in action arising from or relating to any such property now owned or hereafter acquired by Debtor or the proceeds thereof, but not Debtor’s obligations thereunder, and all funds and deposit accounts and other accounts into which any funds of the Debtor are now or hereafter deposited to be held by or on behalf of Secured Party;

(k) All right, title and interest in and to all building materials, supplies and other property now or hereafter stored at or delivered to the Premises or the Improvements, and all fixtures, fittings, furnishings, apparatus, machinery, appliances, equipment and all other articles of personal property of every nature whatsoever now or hereafter located in or on, or attached to, and used or intended to be used in connection with the Real Estate, or in connection with any operations conducted or intended to be conducted on or with respect to the Real Estate, including without limitation with respect to any activities relating to Timber harvesting or

management (collectively, the “**Equipment**”) (all of the Equipment, so far as permitted by law, shall be deemed to be fixtures and part of the Real Estate);

(l) All right, title and interest in information, data, and files, in whatever form, and all computer software and hardware relating to the Real Estate and appurtenances thereto and owned by Debtor, including, without limitation: (i) all title records and information, appraisals, opinions with respect to value or title, reports, abstracts of title, maps, aerial photographs, mapping systems, land surveys and similar items; (ii) current forest inventory data providing summary level information by stand, species, component and diameter level and planting records showing seed source and stock type; (iii) geographic information system data relating to elevation, public land surveys, stands, property boundaries, roads, historical harvest units and years of harvest, wildlife threatened and endangered species, thinning, fertilization, and watershed data; (iv) Debtor’s road maintenance plan; (v) watershed analysis; and (vi) Debtor’s records relating to the accounting and management functions;

(m) All right, title and interest, of whatever character (whether vested or contingent and whether now owned or hereafter acquired), in and to (1) all streets, roads, railroad rights of way, riparian and littoral rights and public places (whether open or proposed) adjoining or otherwise providing access to the Real Estate, (2) the Real Estate lying in the bed of such streets, roads, railroad rights of way and public places, and (3) all other sidewalks, alleys, ways, passages, vaults, water courses, strips and gores of Real Estate adjoining or used or intended to be used in connection with all or any part of the Equipment, Real Estate or appurtenances thereto;

(n) All right, title and interest of Debtor (but not its obligations except as otherwise expressly agreed in writing by Secured Party), whether now owned or hereafter acquired, in and to: (1) each and every policy of insurance now or hereafter in effect which insures the Real Estate, or any part thereof, (2) any and all judgments, settlements, claims, awards, insurance proceeds and other proceeds and compensation, and interest thereon, now or hereafter made or payable in connection with any casualty or other damage to all or any part of the inventory or goods owned by Debtor and set forth herein, the Equipment, the Real Estate or appurtenances thereto, or in connection with any condemnation proceedings affecting any such property or any taking under power of eminent domain (or any conveyance in lieu of or under threat of any such taking) of any such property or any rights thereto or any interest therein, including, without limitation, any and all compensation for change of grade of streets or any other injury to or decrease in the value of such property, (3) all inventory and any and all proceeds of any sales, assignments or other dispositions of any such property or any rights thereto or any interest therein (inventory shall mean and include, without limitation, all goods now owned or hereafter acquired and owned from time to time by Debtor which are held for sale or lease or are to be furnished under contracts of service and all goods, materials, raw materials, work in process, finished goods or materials used or consumed in the business of Debtor), (4) any and all proceeds of any other conversion (whether voluntary or involuntary) of any such property into cash or any liquidated claim, (5) any and all refunds or rebates of or with respect to any insurance premiums and real estate taxes, impositions or levies, and tax credits or benefits or deposits relating thereto, with respect to such property, (6) all contractual and other indemnities, assurances, guaranties and similar agreements, and all rights, benefits and privileges of Debtor in

and to any and all contracts relating to operation, maintenance, management or security of any such property, and (7) all investment property, relating to such property, whether now owned or hereafter acquired, including all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodity contracts and commodity accounts;

(o) All right, title and interest of Debtor (whether as seller, purchaser or otherwise), but not its obligations, in and to any and all agreements in the nature of options or for the sale or any other transfer of all or any part of the property described in these Granting Clauses, together with any and all down payments, earnest money deposits and other sums paid or payable or deposited in connection therewith, and all rights which Debtor now has or may hereafter acquire to be indemnified and/or held harmless from any liability, loss, damage, cost or expense (including, without limitation, attorneys' fees and disbursements) relating to said property or any part thereof;

(p) All rights, hereditaments and appurtenances pertaining to the foregoing; and all other interests of every kind and character that Debtor now has or at any time hereafter acquires in and to the Equipment or the Real Estate described herein and all property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Debtor with respect to such property;

(q) And including all property and rights of the type and nature set forth above hereafter acquired by Debtor, and any and all further or greater estate, right, title, interest, claim and demand of Debtor, of whatever character (whether vested or contingent and whether now owned or hereafter acquired), in and to any of the property described in the foregoing paragraphs or any rights or interests appurtenant thereto;

(r) All other property of any type or kind whatsoever which is owned by Debtor or granted or pledged as collateral for the Secured Obligations under the Loan Agreement or in any other Loan Documents now or hereafter signed by Debtor in favor of Secured Party, it being the intention of Debtor to grant Secured Party a security interest in all of its assets; and

(s) All proceeds, products, extensions, additions, improvements, betterments, renewals, reversions, substitutions, replacements, accessions, accretions and relictions of and to all or any part of the Real Estate or Equipment and the other property referenced in the foregoing Granting Clauses or encumbered by the Loan Documents, including, without limitation, all proceeds arising from the sale or other disposition thereof.

All of the property described in the foregoing Granting Clauses shall collectively be referred to as the "**Collateral**".

For the avoidance of doubt it is expressly understood and agreed that any of the foregoing terms included in the description of Collateral shall refer to any definitions thereof in the applicable Uniform Commercial Code, as the same may be revised from time to time, it being the intention of the parties hereto that the description of Collateral set forth herein be construed to include the broadest possible range of property and assets and all tangible and intangible personal property and fixtures of the Debtor of every kind and description.

Exhibit A

See attached.



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EXHIBIT A

The following described property situated in Shelby County, Alabama:

Township 24 North, Range 12 East

Northwest 1/4 of the Southwest 1/4	5	24 North	12 East
That part of the North 1/2 of Fractional Section 5, west of Southern Railroad right of way. EXCEPT that part of the following tract which lies west of said right of way, to wit: Commencing at a certain sweet gum tree on the west bank of Simmons Creek, run South 86 deg. West for 13.31 chains (878.46 feet); thence North 3 1/2 deg. West for 9 chains (594 feet) to the section line; thence North 86 deg. East along the section line to aforesaid creek; thence down and along said creek to the beginning.	5	24 North	12 East
Northeast 1/4 of the Southeast 1/4	6	24 North	12 East
East 1/2 of the Northwest 1/4	6	24 North	12 East
Northeast 1/4 of the Southwest 1/4	6	24 North	12 East
Northwest 1/4 of the Southeast 1/4	6	24 North	12 East
Northeast 1/4	6	24 North	12 East
Southeast 1/4 of the Southwest 1/4	6	24 North	12 East
Southwest 1/4 of the Southeast 1/4	6	24 North	12 East
West 1/2 of the West 1/2	6	24 North	12 East
Northeast 1/4 of the Northwest 1/4	7	24 North	12 East
West 1/2 of the Northwest 1/4	7	24 North	12 East
Southeast 1/4 of the Northwest 1/4	7	24 North	12 East
That portion of the Northwest 1/4 of the Southwest 1/4 located North of Shoal Creek	7	24 North	12 East

Township 22 South, Range 3 West



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All of the West 1/2, lying West of Southern Railway
right of way 30 22 South 3 West

All of the East 1/2, lying west of Southern Railway
right of way 30 22 South 3 West

Township 22 South, Range 4 West

All of Fractional Section 25 22 South 4 West


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