

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE

1. Debtor(s) (Last Name First), and address(es) Daniel Meadow Brook 600 Limited Partnership Meadow Brook Corporate Park 1200 Corporate Drive-P.O. Box 43250 Birmingham, Alabama 35243-0250	2. Secured Party (ies) and address(es) AmSouth Bank, N.A. P.O. Box 11007 Birmingham, Alabama 35288 Attn: Commercial Real Estate Department	3. Filing Office (Date, Time, No., and) STATE OF ALA. SHELBY CO. CLERK CERTIFY THIS INSTRUMENT WAS FILED 89 AUG 23 PM 2:17 023132
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5. This financing statement covers the following types (or items) of property:

The equipment, fixtures and other personal property described in Exhibit A attached hereto and made a part hereof. The land referred to in Exhibit B is more particularly described in Exhibit A attached hereto and made a part hereof.

TAX Pdn Mtg 252-716

6. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$ Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 15.00	7. <input checked="" type="checkbox"/> This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5) No. of additional sheets presented 2
8. Check X if covered: <input type="checkbox"/> Products of Collateral are also covered.	
9. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state.	<input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor <input type="checkbox"/> as to which the filing has lapsed
Filed with: / Judge of Probate of Jefferson County Daniel Meadow Brook 600 Limited Partnership By: Daniel Realty Investment Corporation-MB600 Its General Partner BY: Its Vice President (1) Filing Officer Copy -- Alphabetical	
Signature(s) of Secured Party (ies) (Required only if filed without debtor's Signature—see Box 9)	

EXHIBIT A

Lot 11B-1, MEADOW BROOK CORPORATE PARK SOUTH PHASE II, RESURVEY OF LOT 11-A & LOT 11B, as recorded in Map Book 13, Page 84, in the Probate Office of Shelby County, Alabama, and being more particularly described as follows:

Commence at the point of intersection of the Southeasterly right-of-way line of Meadow Brook Road with the Southwesterly right-of-way line of Corporate Parkway and run South 51 degrees 47 minutes 47 seconds East along the Southwesterly right-of-way line of Corporate Parkway a distance of 97.80 feet to the P.C. (point of curve) of a curve to the left having a radius of 339.25 feet, a central angle of 54 degrees 42 minutes 45 seconds and a chord bearing South 79 degrees 09 minutes 10 seconds East; thence Southeasterly, Easterly, and North-easterly along the arc of said curve and along said right-of-way line a distance of 323.95 feet to the P.T. (point of tangent) of said curve, said point being the point of beginning; thence North 73 degrees 29 minutes 28 seconds East in the tangent to said curve and along said right-of-way line a distance of 109.47 feet to the P.C. (point of curve) of a curve to the right having a radius of 440.00 feet, a central angle of 52 degrees 32 minutes 36 seconds and a chord bearing South 80 degrees 14 minutes 14 seconds East; thence Northeasterly, Easterly, and Southeasterly along the arc of said curve and along said right-of-way line a distance of 403.50 feet to the P.T. (point of tangent) of said curve; thence South 53 degrees 58 minutes 00 seconds East in the tangent to said curve and along said right of way line a distance of 359.44 feet to a point; thence South 36 degrees 39 minutes 53 seconds West a distance of 99.01 feet to a point; thence South 73 degrees 24 minutes 59 seconds West a distance of 489.96 feet to a point; thence North 89 degrees 15 minutes 39 seconds West a distance of 50.92 feet to a point; thence North 23 degrees 15 minutes 35 seconds West a distance of 506.13 feet to the point of beginning.

EXHIBIT B

All fixtures, equipment and personal property now or hereafter owned by Debtor and affixed to or located on the real estate described in Exhibit A (the "Land"); all materials owned by Debtor and delivered to the Land for use in any activity, including construction, being conducted thereon; all contract rights, general intangibles, actions and rights in action now or hereafter owned by Debtor and pertaining to the Land, including all rights to insurance proceeds; and all proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing.

All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land (the "Improvements").

All rents and profits of the Land, Improvements, fixtures and personalty (collectively, the "Property") and the right, title and interest of Debtor in and under all leases now or hereafter affecting the Property.

All construction contracts which Debtor has heretofore or may hereafter enter into for work relating to the office building and related improvements to be constructed on the Land (the "Project"), the plans and specifications for the Project, and the contract with Debtor's Project architect, and including any amendments to or additions to any of the foregoing hereafter made.