STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional	This FINANCING STATEMENT is presented to a	Filing Officer for
Return copy or recorded original to:	Sheets Presented:	THIS SPACE FOR USE OF FILING OFFICER	
Cheryl Robinson		Date, Time, Number & Filing Office	
CORLEY, MONCUS & WARD,	ъс		
P. O. Box 59807	F.U.		
<u>-</u>	0.7	•	
Birmingham, AL 35259-08	007		
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Pre-paid Acct. # 2. Name and Address of Debtor			
	(Last Name First if a Person)		DH BB
SIMIAN ENTERPRISES, INC	•		
12 Office Park Circle			
Suite 212			
Birmingham, AL 35223			Q I G
Social Security/Tax ID #			
2A. Name and Address of Debtor (IF ANY)	(Last Name First if a Person)		
Social Security/Tax ID #	· · · · · · · · · · · · · · · · · · ·		
☐ Additional debtors on attached UCC-E			
3. SECURED PARTY (Name and Address of Secured P	алу)	4. ASSIGNEE OF SECURED PARTY (Name and Addre	ee of Accionac)
FIRST COMMERCIAL BANK		TO THE OTHER PROPERTY OF THE P	as or userflises)
.	**		
800 Shades Creek Parkwa	У		
Birmingham, AL 35209			
Attn: Paul M. Schabacke Social Security/Tax ID #	r		
		-{	
Additional secured parties on attached UCC-E			
5. The Financing Statement Covers the Following Types	(or items) of Property:		
All of the fixtures, eq	uipment, furniture,	furnishings and personal	
property of every natur	e, now owned or her	eafter acquired by Debtor,	
all additions, replacem	ents and proceeds t	hereof and all other	5A. Enter Code(s) From
property set forth in S	chedule I attached	hereto and made a part	Back of Form That Best Describes The
hereof, located on the	real property descr	ibed on the attached	Collateral Covered By This Filing:
Exhibit "A".			<u> </u>
THIS BINANCING STATEMENT	T IC ጥለ ኮሞ ሪኮለሳሳ TV	DEVEN 737 M444	_
MORTGAGE RECORDS.	I IS IO BE CRUSS-IN	DEXED IN THE REAL ESTATE	
HORIGAGE RECORDS.			_
Debtor is the record ow	ner of the real est	ate described on the	
attached Exhibit "A".			
Check X if covered: Products of Collateral are also	Acustod		
6. This statement is filed without the debtor's signature to		7. Complete only when filing with the Judge of Probate:	
(check X, if so) already subject to a security interest in another jurisdic		The initial indebtedness secured by this financing states	_
already subject to a security interest in another jurisdict to this state.	tion when debtor's location changed	Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$	
which is proceeds of the original collateral described a	bove in which a security interest is	8/ This financing statement covers timber to be cut, cro indexed in the real estate mortgage records (Describe r	OPS, or fixtures and is to be cross
perfected.		an interest of record, give name of record owner in Box	5)
acquired after a change of name, identity or corporate structure of debtor as to which the filing has lapsed.		Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 8)	
			grigure — gee box a
SIMIAN ENTERPRISES, INC.	-	FIRST COMMERCIAL BANK	
By: //		By: Signature(s) of Secured Party(ies) or Assignee	101
Signature(s) bi Oebidr(s)	······································	Signature(s) of Secured Party(ies) or Assignee	
Walter Wilson, Its Preside Type Name of Individual or Business	ent	Paul M. Schabacker, Its I	Tirst Vice Presiden
	FFICER COPY — ACKNOWLEDGEMENT	Type Name of Individual or Business STANDARD FORM — LINIEC	

SCHEDULE I

All of Debtor's right, title and interest in, to, and under any and all of the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (which property is hereinafter referred to collectively as the "Premises"), 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
- All buildings, structures and improvements of every nature whatsoever now or hereafter (b) 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 Debtor 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 to be filed simultaneously herewith (the "Mortgage"); and
- (c) 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
- (d) 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 Debtor of, in and to the same, reserving only the right to Debtor 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
- (e) All Construction Contracts (between the Contractors and Debtor providing for the construction of the Project, or any portion thereof), the Architect Contracts (between the Architects and the Debtor providing for the design of the Project, the preparation of the Plans and Specifications, the supervision and inspection of the construction of the Project and the provision of any other architectural services or projects related to the Project), the Plans and Specifications (all plans and specifications for the Project, or any portion thereof), and other Construction documents (1) all contracts (including the Architect Contracts) with architects and engineers (including the Architects and the Engineers) responsible for the design of any of the Project, the preparation or evaluation of any of such plans and specifications or the supervision of the construction of any of the Project; (2) all contracts to which the Debtor is a party (including the Construction Contracts) providing for the construction of any of the Project or the furnishing of labor or materials in connection therewith or the furnishing or installation of any equipment or other personal property in connection therewith; (3) all contracts to which the Debtor is a party providing for the management of the construction of any of the Project; (4) all rights of the Debtor as a third party beneficiary under all contracts and subcontracts pertaining

to the Project as to which the Debtor is not a party; (5) all payment and performance bonds relating to any of the Project; (6) all other contracts and agreements related to the design, management, construction, equipping and development of any of the Project; and (7) all contracts with public utilities, Governmental Authorities and other persons for the furnishing of roads or utilities to the Project and all deposits thereunder); and

(f) To the fullest extent assignable (if assignable by law), any and all licenses and permits obtained by Debtor relating to the use and operation of the Premises.

EXHIBIT "A"

Lot 1019, according to the Survey of The Arbores of Forest Parks, as recorded in Map Book 25, Page 146 and Inst. #1999-32466, in the Probate Office of Shelby County, Alabama.

Inst # 2001-40950

09/21/2001-40950 10:23 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 004 CH 18.00