

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Cheryl Robinson (205) 879-5959
B. SEND ACKNOWLEDGEMENT TO: (Name and Address) Cheryl Robinson CORLEY, MONCUS & WARD, P.C. 400 Shades Creek Parkway, Suite 100 Birmingham AL 35209

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine name

1a. ORGANIZATION'S NAME GREENBRIAR, LTD.				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 561 First Street North	CITY Alabaster	STATE AL	POSTAL CODE 35007	COUNTRY USA
1d. TAX ID#: SSN or EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Ltd.	1f. JURISDICTION OF ORGANIZATION AL	1g. ORGANIZATION ID#, if any <input checked="" type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine name

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S LAST NAME STANDRIDGE	FIRST NAME JANET	MIDDLE NAME FARRIS	SUFFIX
2c. MAILING ADDRESS 561 First Street North	CITY Alabaster	STATE AL	POSTAL CODE 35007	COUNTRY USA
2d. TAX ID#: SSN or EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATION ID#, if any <input type="checkbox"/> 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 FIRST COMMERCIAL BANK				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 800 Shades Creek Parkway	CITY Birmingham	STATE AL	POSTAL CODE 35209	COUNTRY USA

4. 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. ALT. DESIGNATION [if applicable]: <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING	
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA	

UCC FINANCING STATEMENT ADDENDUM

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9. NAME OF FIRST DEBTOR(1a or 1b) ON RELATED FINANCING STATEMENT				
OR	9a. ORGANIZATION'S NAME GREENBRIAR, LTD.			
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
10. MISCELLANEOUS:				
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY				
11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (11a or 11b) - do not abbreviate or combine name				
OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S LAST NAME ROENSCH	FIRST NAME MARY	MIDDLE NAME FARRIS	SUFFIX
11c. MAILING ADDRESS 561 First Street North		CITY Alabaster	STATE AL	POSTAL CODE 35007
11d. TAX ID#: SSN or EIN		ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION
				11g. ORGANIZATION ID#, if any <input type="checkbox"/> NONE
12. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S or <input type="checkbox"/> ASSIGNOR S/P - insert only one name (12a or 12b)				
OR	12a. ORGANIZATION'S NAME			
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
13. This FINANCING STATEMENT covers <input type="checkbox"/> timber to be cut or <input type="checkbox"/> as-extracted collateral, or is filed as a <input checked="" type="checkbox"/> fixture filing.				
14. Description of real estate: See Exhibit "A" attached hereto.				
15. Name and address of a RECORD OWNER of above described real estate (if Debtor does not have a record interest):				
16. Additional collateral description:				
17. Check <u>only</u> if applicable and check <u>only</u> one box. Debtor is a <input type="checkbox"/> Trust or <input type="checkbox"/> Trustee acting with respect to property held in trust or <input type="checkbox"/> Decedent's Estate				
18. Check <u>only</u> if applicable and check <u>only</u> one box. <input type="checkbox"/> Debtor is a TRANSMITTING UTILITY <input type="checkbox"/> Filed in connection with a Manufactured-Home Transaction -- effective 30 years <input type="checkbox"/> Filed in connection with a Public-Finance Transaction -- effective 30 years				

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OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S LAST NAME ENCK	FIRST NAME JOANNE	MIDDLE NAME FARRIS	SUFFIX
11c. MAILING ADDRESS 561 First Street North		CITY Alabaster	STATE AL	POSTAL CODE 35007
11d. TAX ID#: SSN or EIN		ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION
				11g. ORGANIZATION ID#, if any <input type="checkbox"/> NONE
12. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S or <input type="checkbox"/> ASSIGNOR S/P - insert only one name (12a or 12b)				
OR	12a. ORGANIZATION'S NAME			
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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				COUNTRY
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18. Check <u>only</u> if applicable and check <u>only</u> one box. <input type="checkbox"/> Debtor is a TRANSMITTING UTILITY <input type="checkbox"/> Filed in connection with a Manufactured-Home Transaction -- effective 30 years <input type="checkbox"/> Filed in connection with a Public-Finance Transaction -- effective 30 years				

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OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
10. MISCELLANEOUS:			

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (11a or 11b) - do not abbreviate or combine name				
11a. ORGANIZATION'S NAME ANNIE L. SCOTT TRUST				
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS 561 First Street North		CITY Alabaster	STATE AL	POSTAL CODE 35007 COUNTRY USA
11d. TAX ID#: SSN or EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATION ID#, if any <input type="checkbox"/> NONE

12.	<input type="checkbox"/> ADDITIONAL SECURED PARTY'S or <input type="checkbox"/> ASSIGNOR S/P - insert only one name (12a or 12b)				
12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX				
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

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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 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 and Security Agreement being 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

(e) 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"

Parcel of land situated in the Northeast $\frac{1}{4}$ of Section 4, Township 21 South, Range 3 West, City of Alabaster, Shelby County, and being more particularly described as follows:

Commence at the Northeast corner of Lot 215 of Cedar Grove at Sterling Gate, Sector 2, Phase 5, as recorded in Map Book 28, Page 91, said point being the POINT OF BEGINNING; thence South 33 degrees 30 minutes 44 seconds West a distance of 47.42'; thence South 31 degrees 16 minutes 42 seconds West a distance of 27.65'; thence South 27 degrees 49 minutes 50 seconds West a distance of 55.04'; thence South 22 degrees 06 minutes 34 seconds West a distance of 48.02'; thence South 37 degrees 02 minutes 03 seconds East a distance of 145.52'; thence South 71 degrees 31 minutes 13 seconds East a distance of 50.00'; thence South 71 degrees 35 minutes 23 seconds East a distance of 135.00'; thence North 18 degrees 26 minutes 37 seconds East a distance of 103.01'; thence North 33 degrees 19 minutes 57 seconds East a distance of 598.74'; thence North 10 degrees 46 minutes 45 seconds East a distance of 249.67'; North 22 degrees 14 minutes 31 seconds East a distance of 50.00' to a point on a curve to the right having a central angle of 1 degrees 14 minutes 44 seconds and a radius of 1051.78'; said curve subtended by a chord bearing North 67 degrees 08 minutes 07 seconds West and a chord distance of 22.86' thence along the arc of said curve a distance of 22.86'; North 21 degrees 05 minutes 42 seconds East a distance of 134.00' to a point on a curve to the right having a central angle of 6 degrees 48 minutes 10 seconds and a radius of 924.78'; said curve subtended by a chord bearing North 68 degrees 22 minutes 09 seconds West and a chord distance of 109.73'; thence along the arc of said curve a distance of 109.80'; thence North 27 degrees 33 minutes 40 seconds East a distance of 3.47'; thence North 62 degrees 26 minutes 20 seconds West a distance of 50.00'; thence North 56 degrees 40 minutes 03 seconds West a distance of 106.71'; thence South 33 degrees 19 minutes 57 seconds West a distance of 177.00'; thence South 56 degrees 40 minutes 03 seconds East a distance of 18.66'; thence South 33 degrees 19 minutes 57 seconds West a distance of 127.00'; thence North 56 degrees 40 minutes 03 seconds West a distance of 172.07'; thence North 30 degrees 15 minutes 54 seconds West a distance of 30.24'; thence South 59 degrees 44 minutes 06 seconds West a distance of 175.93' to a point on a curve to the left having a central angle of 0 degrees 46 minutes 19 seconds and a radius of 436.00'; said curve subtended by a chord bearing South 34 degrees 39 minutes 53 seconds East and a chord distance of 5.87'; thence along the arc of said curve a distance of 5.87'; thence South 59 degrees 44 minutes 04 seconds West a distance of 127.74' to a point on a curve to the left having a central angle of 24 degrees 42 minutes 43 seconds and a radius of 270.46'; said curve subtended by a chord bearing South 36 degrees 09 minutes 57 seconds East and a chord distance of 115.75'; thence along the arc of said curve a distance of 116.65' to a point on a curve to the left having a central angle of 8 degrees 14 minutes 21 seconds and a radius of 266.95'; said curve subtended by a chord bearing South 52 degrees 37 minutes 01 seconds East and a chord distance of 38.35'; thence along the arc of said curve a distance of 38.39'; thence South 56 degrees 40 minutes 03 seconds East a distance of 227.92'; thence South 33 degrees 19 minutes 57 seconds West a distance of 177.00'; thence North 56 degrees 40 minutes 03 seconds West a distance of 9.16'; thence South 33 degrees 19 minutes 57 seconds West a distance of 119.53'; thence South 58 degrees 30 minutes 56 seconds East a distance of 60.34' to the POINT OF BEGINNING.

Situated in Shelby County, Alabama.