

Important: Read Instructions on Back Before Filling out Form.

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|--|--|-------------------------------------|---|--|
| <input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n). | | No. of Additional Sheets Presented: | This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. | |
| 1. Return copy or recorded original to: James J. Odom, Jr. 211-B Yeager Parkway Pelham, Alabama 35124 | | | THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office | |
| Pre-paid Acct. # _____ | | | <div>Inst # 1996-08661</div> <div>03/18/1996-08661</div> <div>08:31 AM CERTIFIED</div> <div>SHELBY COUNTY JUDGE OF PROBATE</div> <div>18.00</div> <div>004 MCD</div> | |
| 2. Name and Address of Debtor (Last Name First if a Person) Fountain City Body Works, Inc. 5541 Wares Ferry Road Montgomery, Alabama 36117 | | | | |
| Social Security/Tax ID # _____ | | | | |
| 2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) | | | | |
| Social Security/Tax ID # _____ | | | Judge of Probate - Shelby County, Alabama | |
| <input type="checkbox"/> Additional debtors on attached UCC-E | | | 4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) | |
| 3. SECURED PARTY (Last Name First if a Person) First Commercial Bank 2000-B SouthBridge Parkway Birmingham, Alabama 35209 | | | | |
| Social Security/Tax ID # _____ | | | | |
| <input type="checkbox"/> Additional secured parties on attached UCC-E | | | | |
| 5. The Financing Statement Covers the Following Types (or items) of Property: See Schedule I attached hereto and made a part hereof for the property covered by this financing statement, some of which may be or become fixtures on the real estate described on Exhibit A attached hereto and made a part hereof. Filed as additional security for mortgage recorded of even date. | | | | |
| 5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: _____ _____ _____ _____ _____ _____ | | | | |
| Check X if covered: <input type="checkbox"/> Products of Collateral are also covered. | | | | |
| 6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check, 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. | | | 7. 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) \$ _____ 8. <input 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) | |
| FOUNTAIN CITY BODY WORKS, INC. Signature(s) of Debtor(s) By: <u>George Frank Dickson, Jr.</u> Signature(s) of Debtor(s) By: <u>George Frank Dickson, Jr.</u> Type Name of Individual or Business: <u>George Frank Dickson, Jr., President</u> | | | FIRST COMMERCIAL BANK Signature(s) of Secured Party(ies) or Assignee By: <u>[Signature]</u> Signature(s) of Secured Party(ies) or Assignee AS ITS: <u>Attorney</u> Type Name of Individual or Business: _____ | |
| STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1 Approved by The Secretary of State of Alabama | | | | |

**SCHEDULE I
TO
FINANCING STATEMENT**

This financing statement covers the following items (or types) of property, whether now owned by the Debtor or hereafter acquired, created or arising:

1. The following described land, real estate, buildings, improvements, fixtures, furniture, and other personal property (which together with any additional such property hereafter acquired by the Debtor and subject to the security interest created by the mortgage to which this financing statement pertains (the "Mortgage"), or intended to be so, as the same may be from time to time constituted, is hereinafter sometimes referred to as the "Mortgaged Property") to-wit:

(a) All the tracts or parcels of land particularly described in Exhibit A attached hereto and made a part hereof.

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described in Exhibit A, and all fixtures, machinery, equipment, furniture, furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and located in, on, or used or intended to be used in connection with or with the operation of said property, buildings, structures, or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing.

(c) All building materials, equipment, fixtures, fittings, and personal property of every kind or character now owned or hereafter acquired by the Debtor for the purpose of being used or useful in connection with the improvements located or to be located on the real estate described herein, whether such materials, equipment, fixtures, fittings, and personal property are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located, including heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, furniture, ranges, refrigerators, dishwashers, disposals, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.

2. All easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto whether now owned or

hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, possession, claim, and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:

(a) All rents, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; and

(b) All judgments, awards of damages, and settlements hereafter made resulting from condemnation proceedings or the taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets.

3. All personal property of the Debtor located on the Mortgaged Property.

4. All proceeds of any of the property described above.

EXHIBIT A

Lot 1, according to the Survey of The Ace Subdivision, as recorded in Map Book 20, at Page 137, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

Inst # 1996-08661

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SHELBY COUNTY JUDGE OF PROBATE
004 HCD 18.00