

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

<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:  Thomas G. Burch, Jr., Esq. Paul, Hastings, Janofsky & Walker LLP 600 Peachtree Street, N.E., Suite 2400 Atlanta, GA 30308			THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office  <div style="text-align: center; font-size: 1.2em; font-weight: bold;">Inst # 1996-42699</div> <div style="text-align: center; font-size: 1.2em; font-weight: bold;">12/31/1996-42699</div> <div style="text-align: center; font-size: 1.2em; font-weight: bold;">08:38 AM CERTIFIED</div> <div style="text-align: center; font-size: 1.2em; font-weight: bold;">SHELBY COUNTY JUDGE OF PROBATE</div> <div style="text-align: center; font-size: 1.2em; font-weight: bold;">19.00</div> <div style="text-align: center; font-size: 1.2em; font-weight: bold;">005 SNA</div>	
2. Name and Address of Debtor (Last Name First if a Person)  Daniel U.S. Properties Limited Partnership II c/o Daniel Realty Corporation 1200 Corporate Drive, Suite 400 Birmingham, AL 35242				
Social Security/Tax ID # [REDACTED]				
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)				
Social Security/Tax ID #			FILED WITH: <b>Shelby</b>	
<input type="checkbox"/> Additional debtors on attached XXXX				
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)  Cousins, Inc. 2500 Windy Ridge Parkway Suite 1600 Atlanta, GA 30339			4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)	
Social Security/Tax ID #				
<input type="checkbox"/> Additional secured parties on attached XXXX				
5. The Financing Statement Covers the Following Types (or items) of Property: The Collateral is more particularly described on Exhibit B hereto. The real estate referred to in Exhibit B is more particularly described on Exhibit A hereto.				
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 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.			7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$ <u>9,500,000.00</u> Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ <u>0.00</u>	
			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)	
			Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 5)	

See Attached Schedule I

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies) or Assignee

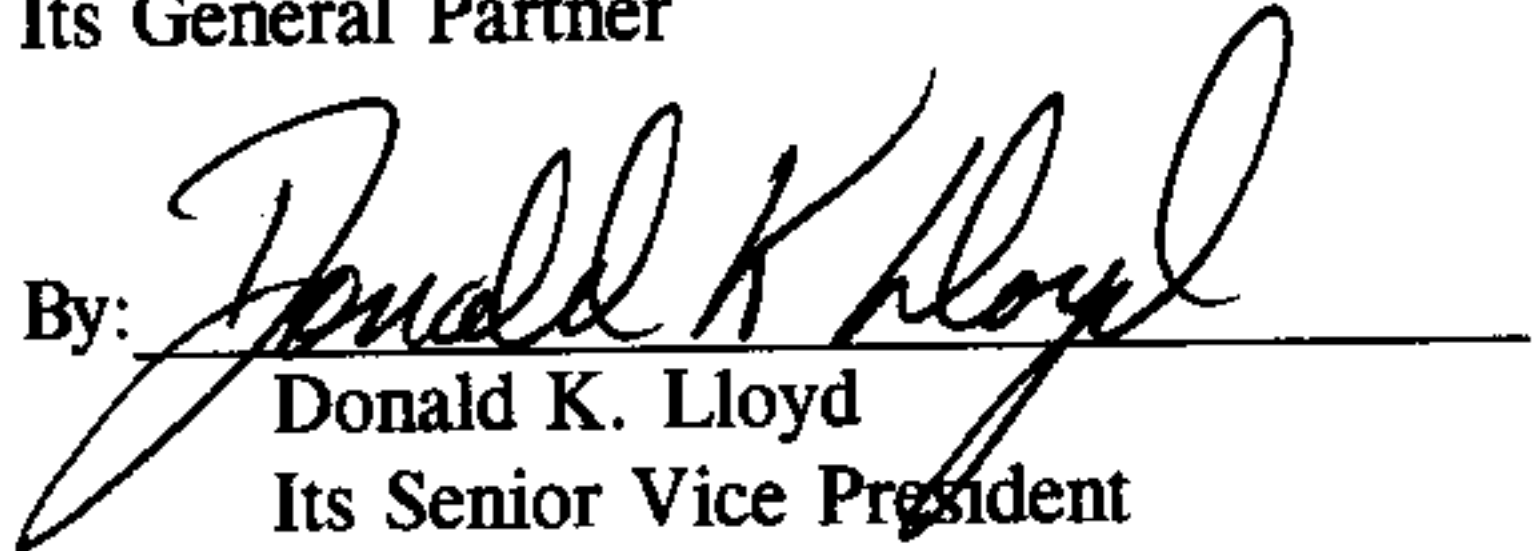
**SCHEDULE I TO UCC-1 FINANCING STATEMENT  
BETWEEN DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP,  
DANIEL LINKS LIMITED PARTNERSHIP AND  
GREYSTONE GOLF CLUB, INC., AS DEBTORS,  
AND COUSINS, INC., AS SECURED PARTY**

Signature of Debtor:

**DANIEL U.S. PROPERTIES LIMITED  
PARTNERSHIP II, an Alabama limited  
partnership**

By: **DANIEL REALTY INVESTMENT  
CORPORATION, a Virginia corporation  
Its General Partner**

By:

  
**Donald K. Lloyd  
Its Senior Vice President**

**Exhibit A**  
**Legal Description**

Exhibit A  
Legal Description

1. Lot 7, according to the Map and Survey of Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12 page 10 in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.
2. Lot 11-A-1, according to a Resurvey of Lots 11-A and 11-B, Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 13 page 84 in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.
3. Lots 11-C, 11-D and 11-E, according to a Resurvey of Lot 11, Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 13 page 82 in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.
4. Lot: 2D-3, according to a Resurvey of Lot 2D, Meadow Brook Corporate Park, Phase I, as recorded in Map Book 21 page 92 in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.
5. Lot 9-B-3, according to a Resurvey of Lot 9-B, Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 19 page 88 in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.
6. Lot 9-B-2B, according to a Resurvey of Lot 9-B-2, Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 21 page 125 in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.
7. Lot 6-D, according to a Resurvey of Lots C-1 and 6A-1, Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 20 page 138 in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with all rights of Daniel U. S. Properties Limited Partnership II under that certain Reciprocal Easement Agreement recorded as Inst. #1995-32944 in said Probate Office.

EXHIBIT B  
TO UCC-1 FINANCING STATEMENT  
BETWEEN DANIEL U. S. PROPERTIES LIMITED PARTNERSHIP II,  
AS DEBTOR AND  
COUSINS, INC.  
AS SECURED PARTY

This Financing Statement covers all the Debtor right, title, and interest in and to the following (collectively, the "Collateral"):

- (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 the Debtors and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Collateral, 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"); 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 Collateral or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor; and
- (d) All rents, issues, profits and revenues of the Collateral 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; and

(e) All rights, powers and reservations as the "Developer" under the Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South dated September 1, 1985 as set out in Real 64, Page 91, as amended, and (ii) the Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park dated October 17, 1984 as set out in Real 5, Page 772, as amended.

Inst # 1996-42699

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12/31/1996-42699  
08:38 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 SNA 19.00