

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

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
Registré, Inc.
314 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

44483

<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: Jonathan J. Nugent, Esq. Kennedy Covington Lobdell & Hickman, L.L.P. 100 North Tryon Street, Suite 4200 Charlotte, NC 28202-4006		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office
2. Name and Address of Debtor (Last Name First if a Person) REGENCY CAPITAL II, INC. 2100 16th Avenue South, Suite 111 Birmingham, Alabama 35205		<div style="transform: rotate(-90deg);"> 06/03/1998-20303 09:17 AM </div>
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) Social Security/Tax ID # _____		
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) LAUREATE REALTY SERVICES, INC. 227 West Trade Street, Suite 400 Charlotte, NC 28202		
4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) Social Security/Tax ID # _____		
<input type="checkbox"/> Additional debtors on attached UCC-E		FILED WITH: Lost # 1588-00303
<input type="checkbox"/> Additional secured parties on attached UCC-E		06/03/1998-20303 09:17 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 004 HCD 18.00

See Schedule A and Exhibit A attached hereto.

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:

0 0 1	5 0 0
1 0 1	7 0 0
1 0 2	8 0 1
1 0 3	8 0 3
2 0 0	— — —
3 0 2	— — —
3 0 3	— — —

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 \$ _____ 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)
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REGENCY CAPITAL II, INC.

Signature(s) of Debtor(s)

By: [Signature] Pres.

Signature(s) of Debtor(s)

Type Name of Individual or Business

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

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

Type Name of Individual or Business

SCHEDULE A TO UCC-1 FINANCING STATEMENT
REGENCY CAPITAL II, INC.,
an Alabama corporation, as Debtor,
and
LAUREATE REALTY SERVICES, INC., a South Carolina corporation,
as Secured Party

Description of Collateral

All of Debtor's right, title and interest in and to the following property (the "Property") located upon or used in connection with the real property described on Exhibit A to this Schedule A (the "Land"):

a. buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements");

b. all easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtseys and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

c. all machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "Personal Property"), and all proceeds and products of the above;

d. All leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into (a "Lease" or "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits

(including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements (the "Rents") and all proceeds from the sale or other disposition of the Leases;

e. all awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

f. all proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

g. all refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

h. all proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

i. the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

j. all agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;

k. all tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property.

EXHIBIT A TO UCC-1 FINANCING STATEMENT
REGENCY CAPITAL II, INC.,
an Alabama corporation, as Debtor,
and
LAUREATE REALTY SERVICES, INC., a South Carolina corporation,
as Secured Party

Legal Description

Lot 13D according to Cahaba Park South Resurvey No. 2 as recorded in Map Book 13, page 57 in the Probate Office of Shelby County, Alabama, together with a non-exclusive easement for storm drainage as reserved by the Grantor for the benefit of the above described property in the Deed recorded at Deed Real Book 92, page 839 in the Probate Office of Shelby County, Alabama, the location of said easement being the easement across the northeast portion of Lot 14B as reflected in the Amended Map of a Resurvey of Lot 14 of Cahaba Park South as recorded in Map Book 10, page 15 in the Probate Office of Shelby County, Alabama, and together with a non-exclusive rights and easement granted to the Grantor for the benefit of the above described property with respect to storm water drainage in the Agreement, recorded in Book 92, at page 687 in the Probate Office of Shelby County, Alabama.

Inst # 1998-20303

06/03/1998-20303
09:17 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 18.00