

Important: Read Instructions on Back Before Filling out Form.

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

88443

<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: _____		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office
Pre-paid Acct # _____ 2. Name and Address of Debtor (Last Name First if a Person) FPI Birmingham, Ltd. 5400 Poplar Avenue Memphis, TN 38119-3612 Social Security/Tax ID # _____ 2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) Social Security/Tax ID # _____		<div style="writing-mode: vertical-rl; transform: rotate(180deg);"> Inst # 1999-38106 09/10/1999-38106 11:36 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 09/10/99 </div>
<input type="checkbox"/> Additional debtors on attached UCC-E 3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) General Electric Capital Corporation Suite 900 - One Georgia Center 600 West Peachtree Street, NW Atlanta, GA 30308 Social Security/Tax ID # _____		
<input type="checkbox"/> Additional secured parties on attached UCC-E 4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) FILED WITH: AL-Shelby County		
5. The Financing Statement Covers the Following Types (or items) of Property: This financing statement relates to a previous financing statement #1994-19159, filed on 04/22/94, as to the same collateral, which has lapsed. No signature of the Debtor is required for this filing pursuant to Section 9-402 (2) (c) of the Uniform Commercial Code Model Act. See attached for collateral.		
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 checked="" 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)		
Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6) General Electric Capital Corporation BY: GE Capital Loan Services, Inc. - Servicer Signature(s) of Secured Party(ies) or Assignee Shirley Washington, Branch Manager Signature(s) of Secured Party(ies) or Assignee _____ Type Name of Individual or Business		
Signature(s) of Debtor(s) _____ Signature(s) of Debtor(s) _____ Type Name of Individual or Business _____		

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

Important: Read Instructions on Back Before Filing out Form.

FIXTURE FILING

114 PIERCE ST.
P.O. BOX 218
BIRMINGHAM, AL 35201
(205) 421-1713

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n). 1. Return copy or recorded original to:	No. of Additional Sheets Presented:	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office
Pre-paid Appl. # _____ 2. Name and Address of Debtor (Last Name First if a Person) FPI Birmingham, Ltd. 5400 Poplar Avenue Memphis, Tennessee 38119-3612 Social Security/Tax ID # _____ 2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) Social Security/Tax ID # _____		Inst. # 1994-118159 04/22/1994-13159 09:36 AM CERTIFIER 09:23 PM COUNTY JUDGE OF PROBATE SUF 1006 MCB 806 MCO
<input type="checkbox"/> Additional debtors on attached UCC-E 3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) General Electric Capital Corporation Suite 900 - One Georgia Center 600 West Peachtree Street, NW Atlanta, Georgia 30308 Social Security/Tax ID # _____		
<input type="checkbox"/> Additional secured parties on attached UCC-E 4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) FILED WITH: <u>Shelby Co</u> <u>Alabama Secretary of State</u>		

5. The Financing Statement Covers the Following Types (or items) of Property:

 See Schedule I attached hereto and made a part hereof.

[Cross Index in Real Estate Records]

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>0</u> 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 9)
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See Attached Signature Page Signature(s) of Debtor(s) _____ Signature(s) of Debtor(s) _____ Type Name of Individual or Business	See Attached Signature Page Signature(s) of Secured Party(ies) or Assignee _____ Signature(s) of Secured Party(ies) or Assignee _____ Type Name of Individual or Business
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SIGNATURE PAGE TO FINANCING STATEMENT

DEBTOR:


FPI BIRMINGHAM, LTD., an Alabama
limited partnership

BY:

 (SEAL)
Avron B. Fogelman,
General Partner

BY: Fogelman Properties, Inc.,
a Tennessee corporation,
General Partner

BY:

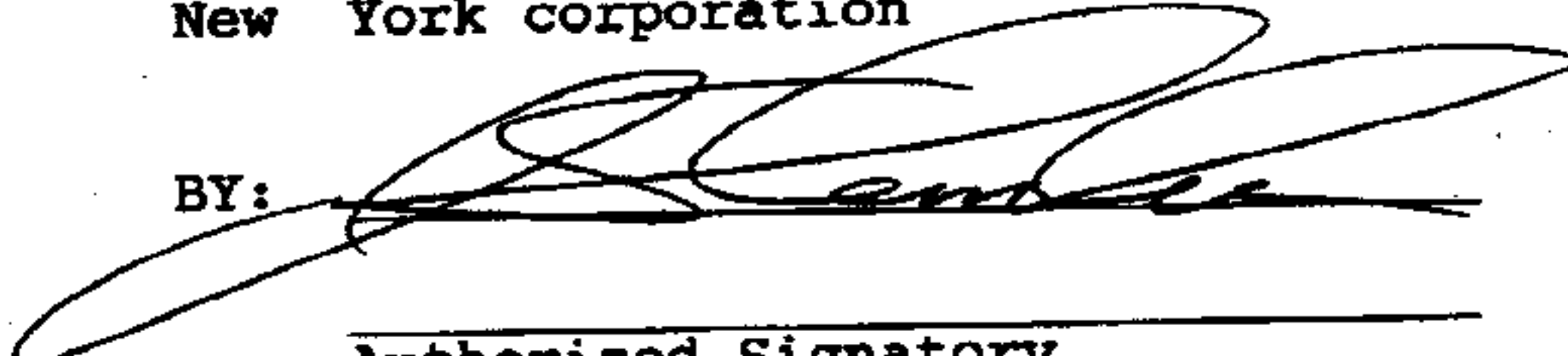

Avron B. Fogelman
President

[CORPORATE SEAL]

SECURED PARTY:

GENERAL ELECTRIC CAPITAL CORPORATION, a
New York corporation

BY:


Authorized Signatory

[CORPORATE SEAL]

Schedule I

The types or items of property covered by this Financing Statement and the land upon which the same are located are described below. The security agreement for which this financing statement is filed is contained in that certain Deed of Trust and Security Agreement given by Debtor to Secured Party and filed or to be filed contemporaneously herewith in the Shelby County, Alabama records.

The types or items of property covered hereby are described as follows:

ALL THOSE CERTAIN lots, pieces or parcels of land described below;

TOGETHER WITH the buildings, structures and improvements now or hereafter located on said land and all right, title and interest, if any, of Debtor in and to the streets and roads abutting said land to the center lines thereof, the strips and gores within or adjoining said land, the air space and right to use said air space above said land, all rights of ingress and egress by pedestrians and motor vehicles to parking facilities on or within said land, and all easements now or hereafter affecting said land, royalties and all rights appertaining to the use and enjoyment of said land, including, without limitation, alley, drainage, sewer, mineral, water, oil and gas rights, rights-of-way, vaults, ways, passages, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to the land or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor and the reversion and reversions, remainder and remainders (said land, together with said buildings and improvements, the property and other rights, privileges and interests encumbered and conveyed hereby, are hereinafter collectively referred to as the "Premises");

TOGETHER WITH all right, title, and interest now held or hereafter acquired by Debtor in and to all fixtures and articles of personal property and all appurtenances and additions thereto and substitutions or replacements thereof, now or hereafter attached to, contained in, used or intended to be incorporated in or used in connection with the Premises or placed on any part thereof, though not attached thereto, including, but not limited to, all building materials, screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and elevator plants, stoves, ovens (microwave, convection and others), refrigerators, freezers, ranges, vacuum cleaning systems, call systems, sprinkler systems

and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, appliances, equipment, fittings, fixtures and articles of personal property all of which are hereby declared and shall be deemed to be fixtures and accessions to the freehold and a part of the Premises as between Debtor and Secured Party and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness secured hereby, and all trade names, trademarks, tradestyles, service marks, copyrights, service contracts, computers and computer software, telephone equipment and systems, warranties, guarantees, business and building licenses and permits, architects' and engineers' plans, blueprints and drawings, good will and books and records relating to the business operated on the Premises; together with all proceeds of all of the foregoing; together with all of Debtor's present and future "equipment", "contract rights", "accounts" and "general intangibles" (as said quoted terms are defined in the Georgia Uniform Commercial Code) (the Premises and said fixtures and articles of personal property and said "equipment", "contract rights", "accounts" and "general intangibles" and proceeds encumbered hereby and described herein are hereinafter sometimes called the "Secured Property") and Secured Party shall have, in addition to all rights and remedies provided herein, and in any other agreements, commitments and undertakings made by Debtor to Secured Party, all of the rights and remedies of a "secured party" under the said Uniform Commercial Code; and if the lien of this financing statement is subject to a security interest or lease covering any such personal property, then together with all of the right, title and interest of Debtor in and to any and all such property, together with the benefits of all deposits and payments now or hereafter made thereon by Debtor; provided, however, there shall be excluded herefrom any personal property, inventory, and trade fixtures, accounts, contract rights and general intangibles owned by any tenant (other than by Debtor or an affiliate of Debtor and other than any personal property, inventory or fixtures leased to any such tenant by Debtor or an affiliate of Debtor as lessor) occupying the Premises and sold or used by such tenant, to the extent that the same does not become the property of Debtor as landlord under the lease with such tenant or pursuant to applicable law;

TOGETHER WITH all leases, lettings and licenses of the Premises or any part thereof now or hereafter entered into and all right, title and interest of Debtor thereunder, and the rents, issues, profits, accounts receivable and revenues of the Premises from time to time accruing (including without limitation all payments under leases or tenancies, tenant security deposits and escrow funds), and all 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 including, without limitation, the right to receive and collect the rents, issues and profits payable thereunder;

TOGETHER WITH all unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Debtor and all proceeds of the conversion, voluntary or involuntary, of the Secured Property or any part thereof into cash or liquidated claims, including, without limitation, proceeds of hazard and title insurance and all awards and compensation heretofore and hereafter made to the present and all subsequent owners of the Secured Property by any governmental or other lawful authorities for the taking by eminent domain, condemnation or otherwise, of all or any part of the Secured Property or any easement therein, including awards for any change of grade of streets;

TOGETHER WITH all right, title and interest of Debtor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Secured Property, hereafter acquired by, or released to, Debtor, or constructed, assembled or placed by Debtor or by others for Debtor's benefit on the Secured Property, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further conveyance, assignment or other act by Debtor, shall become subject to the lien hereof as fully and completely, and with the same effect, as though now owned by Debtor and specifically described herein.

The improved property (the "Premises") in or upon which the above-described property is or will be located is owned by Debtor and is more particularly described on Exhibit "A".

EXHIBIT A

Hunter's Pointe Legal

Said land being the same land delineated on the survey prepared by Barton F. Carr, Registered Professional Land Surveyor, dated as last revised March 11, 1994, Project No. 93534-3, as follows:

A parcel of land situated in the Northeast quarter of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commencing at the Southeast corner of said quarter section run in a Westerly direction along the South line of said quarter section for a distance of 311.91 feet to a point on the West right of way line of a public county road known as Cahaba Beach Road, said point being the Point of Beginning of the parcel herein described; from the point of beginning thus obtained run Westerly along said South line of said quarter section for a distance of 1009.39 feet to the Southwest corner of the Southeast quarter of the Northwest quarter of said section; thence turn an angle to the right of 87 degrees 52 minutes 43 seconds and run in a Northerly direction along the West line of the East half of the Northeast quarter of said Section 36 for a distance of 2687.32 feet to the Northwest corner of said East half of the Northeast quarter section; thence turn an angle to the right of 92 degrees 09 minutes 31 seconds and run in an Easterly direction along the North line of said section for a distance of 1314.78 feet to the Northeast corner of said section; thence turn an angle to the right of 87 degrees 42 minutes 06 seconds and run in a Southerly direction along the East line of said section for a distance of 2128.72 feet to a point on the West right of way line of said Cahaba Beach Road, said point lying in a curve to the left, said curve having a radius of 756.37 feet, a central angle of 15 degrees 33 minutes 20 seconds and a chord of 204.72 feet which forms an interior angle of 145 degrees 24 minutes 26 seconds with the East line of said section; thence run in a Southwesterly direction along the arc of said curve in said right of way for a distance of 205.35 feet to the end of said curve; thence run Southwesterly along said right of way and tangent to the last curve for a distance of 327.30 feet to the beginning of a curve to the right in said right of way; said curve having a central angle of 5 degrees 01 minutes 58 seconds and a radius of 1111.0 feet; thence run in a Southwesterly direction along the arc of said curve for a distance of 97.58 feet to the Point of Beginning. Said parcel contains 79.118 Acres (3,446,380.08 square feet), more or less.

Inst # 1999-38106
09/10/1999-38106
11:36 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 HNS 21.00