

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

8394

**Important: Read Instructions on Back Before Filling out Form.**

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

COUNTY - Shelby

99-001

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 Kendrick Noble III  
American Commercial Capital LLC  
5963 La Place Court, Suite 300  
Carlsbad, California 92008  
[UNIT #4409]  
  
Pre-paid Acct. # \_\_\_\_\_

THIS SPACE FOR USE OF FILING OFFICER  
Date, Time, Number & Filing Office

Inst # 1999-45407

11/04/1999-45407  
09:00 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
19.00  
005 MMS

2. Name and Address of Debtor (Last Name First if a Person)  
  
SOUTH TACALA, LLC  
4268 Cahaba Heights Court  
Birmingham, Alabama 35243  
  
Social Security/Tax ID # \_\_\_\_\_

2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)  
  
Social Security/Tax ID # \_\_\_\_\_

Additional debtors on attached UCC-E

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)  
  
AMERICAN COMMERCIAL CAPITAL LLC  
5963 La Place Court, Suite 300  
Carlsbad, California 92008  
  
Social Security/Tax ID # \_\_\_\_\_

FILED WITH:

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

Additional secured parties on attached UCC-E

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

The items described in the Schedule of Collateral attached hereto and incorporated herein by reference for all purposes, as the same relate to the land described in Exhibit A attached hereto and the improvements thereon (collectively, the "Mortgaged Property").

This financing statement is filed as additional security for the indebtedness secured by a certain mortgage executed by the debtor in favor of the secured party and recorded concurrently with the filing of this financing statement.

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

0 0 0	8 0 0
1 0 0	9 0 0
2 0 0	_____
3 0 0	_____
5 0 0	_____
6 0 0	_____
7 0 0	_____

Check X if covered:  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)

already subject to a security interest in another jurisdiction when it was brought into this state.

already subject to a security interest in another jurisdiction when debtor's location changed to this state.

which is proceeds of the original collateral described above in which a security interest is perfected.

acquired after a change of name, identity or corporate structure of debtor

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.  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)

**SEE ATTACHED SIGNATURE PAGE**

Signature(s) of Debtor(s) \_\_\_\_\_

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 \_\_\_\_\_

Debtor:  
SOUTH TACALA, LLC  
4268 Cahaba Heights Court  
Birmingham, Alabama 35243

UNIT #4409

Secured Party:  
AMERICAN COMMERCIAL  
CAPITAL LLC  
5963 La Place Court, Suite 300  
Carlsbad, CA 92008

### SCHEDULE 1

All of the following whether now owned or existing, hereafter acquired or arising, or in which the Debtor now or hereafter has any rights, and wheresoever located:

The Collateral, whether now owned and existing or hereafter acquired or arising, all additions and accessions thereto, substitutions therefor and replacements and improvements of or to any or all of the foregoing, and all products and proceeds thereof. For this purpose the following terms have the following meanings:

**"Business"** means the business of operating the Unit in accordance with the Principal Agreements (as defined in the Security Agreement).

**"Certificate of Title"** means any certificate or document evidencing title.

**"Collateral"** means the Property, all Goods (including Equipment and Inventory), General Intangibles, Accounts, Certificates of Title, Fixtures, Money, Instruments, Investment Property, Documents, Chattel Paper, Deposit Accounts, Letters of Credit, credit balances, deposits, bankers' acceptances, guaranties, credits, claims, choses in action, demands, liens, security interests, rights, insurance, awards, deposits, compensation, remedies, title and interest in, to and in respect of other Collateral, and all Collateral Revenues and all other personal property, now or hereafter owned, acquired, existing, arising, held, sold, used or consumed in connection with the Business or the Unit or the Property and any other property, rights, and interests which at any time relate to, arise out of or in connection with the foregoing or which come into the possession, custody or control of Secured Party or any of its agents, representatives, associates or correspondents, for any purpose.

**"Collateral Revenues"** means with respect to any Collateral all interest, income, rents, dividends, distributions and earnings thereon or other monies or revenues derived therefrom, including any such property received in connection with any disposition of any Principal Agreement, all moneys which may become payable or received under any policy insuring the Collateral or otherwise required to be maintained under the Security Agreement (including return of unearned premiums), all awards in connection with any condemnation, and all rights of Debtor to refunds of real estate taxes and assessments.

Debtor:  
SOUTH TACALA, LLC  
4268 Cahaba Heights Court  
Birmingham, Alabama 35243

UNIT #4409

Secured Party:  
AMERICAN COMMERCIAL  
CAPITAL LLC  
5963 La Place Court, Suite 300  
Carlsbad, CA 92008

SCHEDULE 1 - cont'd

**"Property"** means the real property and improvements thereon upon which the Debtor operates the Business, as more particularly described on Exhibit A attached hereto.

**"UCC"** means the Uniform Commercial Code as adopted in the State where the Property is located.

**"Unit"** means the Business, Collateral and Property and other property and assets related to the Business or located at the Property.

Terms used herein and not otherwise defined have the meaning accorded to such terms in the UCC.

The record owner of the Property is the Debtor.

[Signature Pages Follow]

Executed as of August 31, 1999.

**DEBTOR:**

SOUTH TACALA, LLC, a  
Delaware limited liability company

By: Tacala, Inc., an Alabama corporation,  
its Manager


By:   
Richard D. Reese  
Chief Executive Officer

EXHIBIT A

Part of Block 1 of Cahaba Valley Park North as recorded in Map Book 13, page 140, in the Probate Office of Shelby County, Alabama, more particularly described as follows:

Begin at the Southwest corner of said Block 1, said point being on the Northerly right of way line of Alabama Highway 119, and run Northwesterly for 150.00 feet; thence  $88^{\circ} 04' 00''$  right and run Northeasterly for 227.16 feet to a point on the Westerly right of way line of Cahaba Valley Parkway; thence  $90^{\circ} 00'$  right and run Southeasterly along said right of way line for 99.56 feet to a point; said point being at the beginning of a curve to the right, subtending a central angle of  $89^{\circ} 53' 17''$  and having a radius of 50.00 feet; thence run Southwesterly along the arc of said curve for 78.44 feet to a point on the Northerly right of way line of Alabama Highway 119 and end of said curve; thence at tangent to said curve run Southwesterly along said right of way line for 182.32 feet to the point of beginning.

Inst # 1999-45407

11/04/1999-45407  
09:00 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 HHS 19.00