

Important: Read Instructions on Back Before Filling out Form.

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

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n). No. of Additional Sheets Presented: 3	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original acknowledgement to: Randolph H. Lanier Balch & Bingham LLP P.O. Box 306 Birmingham, Alabama 35201 Pre-paid Acct. # _____	THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office <div style="text-align: right; font-size: 1.2em;"> Inst # 2001-44901 10/16/2001-44901 03:20 PM CERTIFIED JUDGE OF PROBATE 004 CH 18.00 </div>
2. Name and Address of Debtor (Last Name First if a Person) MJH Properties, LLC 3481 Blankenship Road Birmingham, Alabama 35244 Social Security/Tax ID # _____	4. NAME AND ADDRESS OF ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) _____ _____ _____
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) _____ _____ _____ Social Security/Tax ID # _____	FILED WITH: Judge of Probate of Shelby County, Alabama
<input type="checkbox"/> Additional debtors on attached UCC-E 3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) Compass Bank P.O. Box 10566 Birmingham, Alabama 35296 Attn: Corporate Banking 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: <div style="margin-left: 40px;"> All that collateral as more particularly described on Exhibit A attached hereto. * This financing statement is filed as additional security for a mortgage filed contemporaneously herewith. </div> <div style="margin-top: 20px;"> Check X if covered: <input checked="" type="checkbox"/> Products of Collateral are also covered. </div>
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 \$ 3,775,000* 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)
MJH PROPERTIES, LLC Signature(s) of Debtor(s) By: <u>[Signature]</u> Signature(s) of Debtor(s) Its: <u>MANAGER</u> Type Name of Individual or Business	Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6) Signature(s) of Secured Party(ies) or Assignee Signature(s) of Secured Party(ies) or Assignee Type Name of Individual or Business

EXHIBIT A

DESCRIPTION OF COLLATERAL

- (a) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described in **Exhibit B**, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and 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, substitutions and replacements to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the property described in **Exhibit B** or not and whether in storage or otherwise wheresoever the same may be located;
- (b) All accounts (as presently or hereafter defined in the UCC), general intangibles, goods, contracts and contract rights relating to the property described on **Exhibit B** and the improvements thereon, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the real property described on **Exhibit B** and the improvements thereon;
- (c) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, subleases, licenses, 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 or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues, 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:
 - (i) All rents, royalties, profits, issues and revenues of the Collateral from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Debtor, however, so long as Debtor is not in default beyond any applicable grace period under any loan documents executed in connection herewith, the right to receive and retain the rents, issues and profits thereof; and
 - (ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Collateral or any part

thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Collateral or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Secured Party is hereby authorized on behalf and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Secured Party may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and reasonable attorney's fees, on any of the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

- (d) Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements relating to the use, development, construction, occupancy and operation of the Land and Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing;
- (e) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a) - (d) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a) - (d) above.

Debtor hereby grants Secured Party a security interest in the foregoing.

Record Owner of Real Estate: **Debtor.**

EXHIBIT B

DESCRIPTION OF REAL PROPERTY

Lots 1-A and 1-B, according to the Resurvey of Lot 1 of a Resurvey of Southwood Office Park, as recorded in Map Book 28, Page 22, in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama.

Inst # 2001-44901

10/16/2001-44901
03:20 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CH 18.00