

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Judy Baker (205) 458-5124
B. SEND ACKNOWLEDGEMENT TO: (Name and Address) George M. Taylor, III, Esq. Burr & Forman LLP 420 North 20th Street, Suite 3100 Birmingham, Alabama 35203

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 20030731000491780 filed July 31, 2003	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or record) in the REAL ESTATE RECORDS. <input checked="" type="checkbox"/>				
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement					
3. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.					
4. <input type="checkbox"/> ASSIGNMENT: (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.					
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only <u>one</u> of these two boxes. Also check one of the following three boxes and provide appropriate information in item 6 and/or 7. <input type="checkbox"/> CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).					
6. CURRENT RECORD INFORMATION: 6a. ORGANIZATION'S NAME Daniel Realty Company					
OR 6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX		
7. CHANGED (NEW) OR ADDED INFORMATION: 7a. ORGANIZATION'S NAME					
OR 7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX		
7c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
DD'L INFO RE ORGANIZATION DEBTOR		7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any	
<input type="checkbox"/> NONE					

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
Describe collateral ☐ deleted or ☐ added, or give entire ☒ restated collateral description, or describe collateral ☐ assigned.

The collateral is hereby amended to delete the reference "all assets of every description" and is amended and restated in its entirety as follows:

The collateral of the Debtor is more fully described on Exhibit B attached hereto and made a part hereof. The Land referred to in Exhibit B is more fully described in Exhibit A attached hereto and made a part hereof.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this Amendment.			
9a. ORGANIZATION'S NAME First Commercial Bank			
OR 9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**
Shelby County / Daniel Realty Company (359800069)

Exhibit A

Property Description

PARCEL I

Lot 7, according to the survey of Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, Pages 10 A & B, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lot 11-C, according to the survey of Meadow Brook Corporate Park South, Phase II, resurvey of Lot 11, 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.

Lot 11A-3, according to Meadow Brook Corporate Park South, Phase II, Resurvey No. 10, being a resurvey of Lot 11A-1, (being a resurvey of Lots 11-2 and 11-B) as recorded in Map Book 29, Page 42, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

PARCEL II

To locate the point of beginning, commence at the Southwest corner of the Northeast Quarter of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence South 88 degrees 43 minutes 44 seconds East on the South boundary line of said Northeast Quarter a distance of 250.00 feet to a point; thence North 26 degrees 40 minutes 48 seconds East a distance of 1300.16 feet to the point of beginning, said point of beginning being on the West boundary line of Lot 2A of The Resurvey of Lot 2, Greystone, Second Sector, a subdivision which was recorded in Map Book 17, Page 27, in the Office of the Judge of Probate of Shelby County, Alabama, and the north right of way of a private road known as Greystone Way; thence South 50 degrees 29 minutes 50 seconds West on the North right of way of said road a distance of 265.10 feet to a curve to the left having a central angle of 14 degrees 32 minutes 51 seconds and a radius of 840.00 feet; thence along said curve a distance of 213.28 feet to a point; thence tangent to said curve South 35 degrees 56 minutes 59 seconds West a distance of 11.79 feet to a curve to the right having a central angle of 40 degrees 29 minutes 35 seconds and a radius of 410.00 feet; thence along said curve a distance of 289.76 feet to a point on the East boundary line of Lot 1, Greystone, Third Sector, a subdivision which was recorded in Map Book 14, Page 79, in the Office of the Judge of Probate, Shelby County, Alabama; thence North 20 degrees 09 minutes 47 seconds East on the East boundary line of said Lot 1 a distance of 569.30 feet to a point; thence North 16 degrees 15 minutes 22 seconds East on the East boundary line of said Lot 1 a distance of 384.30 feet to a point; thence 73 degrees 44 minutes 39 seconds East on the East boundary line of said Lot 1 a distance of 150.02 feet to a point; thence North 16 degrees 15 minutes 33 seconds East on the East boundary line of said Lot 1 a distance of 285.20 feet to a point; thence South 59 degrees 11 minutes 45 seconds East a distance of 348.34 feet to a point on the West boundary line of Lot 2A of the resurvey of Lot 2, Greystone, Second Sector; thence South 26 degrees 40 minutes 17 seconds West on the West boundary line of said Lot 2A a distance of 521.17 feet to the point of beginning.

All lying and being in the NE 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, and as shown on the boundary survey dated May 31, 1993, prepared by Charley Foster & Associates, Inc., and being more particularly described as follows:

To locate the point of beginning, commence at the SW corner of the NE 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence South 88 degrees 43 minutes 44 seconds East on the South boundary of said NE 1/4 a distance of 250.00 feet to a point; thence North 26 degrees 40 minutes 48 seconds East a distance of 1300.16 feet to the point of beginning, said point of beginning being on the West boundary of Lot 2A of the resurvey of Lot 2, Greystone, Second Sector, a subdivision which was recorded in Map Book 17, Page 27, in the Office of the Judge of Probate, Shelby County, Alabama, and the North right of way of a public road; thence South 55 degrees 30 minutes 21 seconds West on the North right of way of said road a distance of 265.10 feet to a curve to the left having a central angle of 14 degrees 32 minutes 51 seconds and a radius of 840.00 feet; thence along said curve a distance of 213.28 feet to a point; thence tangent to said curve South 35 degrees 57 minutes 29 seconds West

a distance of 11.79 feet to a curve to the right having a central angle of 40 degrees 29 minutes 35 seconds and a radius of 410.00 feet; thence along said curve a distance of 289.76 feet to a point on the East boundary of Lot 1, Greystone, Third Sector, a subdivision which was recorded in Map Book 14, Page 79, in the Office of the Judge of Probate, Shelby County, Alabama; thence North 20 degrees 10 minutes 42 seconds East on the East boundary of said Lot 1 a distance of 569.13 feet to a point; thence North 16 degrees 17 minutes 42 seconds East on the East boundary of said Lot 1 a distance of 384.29 feet to a point; thence South 73 degrees 42 minutes 18 seconds East on the East boundary of Lot 1 a distance of 150.00 feet to a point; thence North 16 degrees 17 minutes 42 seconds East on the East boundary of said Lot 1 a distance of 285.30 feet to a point; thence South 59 degrees 11 minutes 45 seconds East a distance of 347.93 feet to a point on the West boundary of Lot 2A of the resurvey of Lot 2, Greystone, Second Sector; thence South 26 degrees 40 minutes 48 seconds West on the West boundary of said Lot 2A a distance of 521.17 feet to the point of beginning.

PARCEL III

A parcel of land situated in Section 29, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 2-inch open-top pipe locally accepted to be the Southeast corner of the Southeast Quarter of the Northeast Quarter of said Section 29; thence run West along the South line of said Quarter Quarter section for a distance of 140.00 feet to an iron pin found; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run in a Southerly direction for a distance of 229.78 feet to an iron pin found on the Northeast line of Lot 1, Bigler's Resurvey, as recorded in map Book 8 on Page 106 in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 110 degrees 58 minutes 45 seconds and run in a Northwesterly direction along said Northeast line for a distance of 370.81 feet to an iron pin set at the point of beginning; thence continue along last stated course for a distance of 65.70 feet to a 1/4-inch rebar found; thence turn an angle to the right of 01 degree 48 minutes 16 seconds and run in a Northwesterly direction along said Northeast line for a distance of 822.85 feet to a 1-inch rebar found on the Southeast right of way line of Alabama Highway No. 119; thence turn an angle to the right of 91 degrees 22 minutes 00 seconds and run in a Northeasterly direction along said Southeast right of way line for a distance of 680.58 feet to an iron pin found; thence turn an angle to the right of 86 degrees 27 minutes 25 seconds and run in a Southeasterly direction for a distance of 691.79 feet to a 1 1/2-inch open-top pipe found; thence turn an angle to the right of 66 degrees 37 minutes 31 seconds and run in a Southerly direction for a distance of 623.40 feet to an iron pin found, said iron pin found being on the South line of the Southeast Quarter of the Northeast Quarter of said Section 29; thence turn an angle to the right of 92 degrees 46 minutes 03 seconds and run in a Westerly direction for a distance of 101.75 feet to an iron pin set; thence turn an angle to the left of 70 degrees 30 minutes 31 seconds and run in a Southwesterly direction for a distance of 102.92 feet to the point of beginning.

EXHIBIT B

THE FOLLOWING COLLATERAL DESCRIBED IN THE MORTGAGE AND SECURITY AGREEMENT FROM DEBTOR IN FAVOR OF FIRST COMMERCIAL BANK AS SECURED PARTY:

To secure all indebtedness of every description of Debtor to Secured Party, Debtor hereby grants bargains, sells, aliens and conveys unto the Secured Party, its successors and assigns, the following described land, real estate, buildings, improvements, fixtures, furniture, and other personal property to-wit:

(a) All that tract or parcel of land particularly described in Exhibit A attached hereto and made a part hereof (the "Land").

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and located in, on, or used or intended to be used in connection with or with the operation of said Land, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing.

(c) All building materials, equipment, fixtures, fittings and personal property of every kind or character now owned or hereafter acquired by the Debtor for the purpose of being used or useful in connection with the improvements located or to be located on the Land, whether such materials, equipment, fixtures, fittings and personal property are actually located on or adjacent to said Land or not, and whether in storage or otherwise, wheresoever the same may be located, including, but without limitation, all lumber and lumber products, bricks, building stones and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, furniture, ranges, refrigerators, dishwashers, disposals, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.

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, rights, titles, interests, 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 owned or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues, and 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:

(a) All rents, profits, issues and revenues of the Land 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 hereunder, the right to receive and retain the rents, issues and profits thereof; and

(b) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets.

TOGETHER WITH THE FOLLOWING COLLATERAL, AS DESCRIBED IN THAT CERTAIN LOAN AND SECURITY AGREEMENT EXECUTED BY DEBTOR IN FAVOR OF SECURED PARTY:

Debtor hereby assigns to Secured Party and grants to Secured Party a security interest in and Lien upon the following:

(a) All monies and other property of any kind, real, personal, or mixed, and tangible or intangible, now or at any time or times hereafter, in the possession or under the control of Secured Party or a bailee of Secured Party;

(b) All accessions to, substitutions for and all replacements, products and cash and non-cash proceeds of (a) above, including, without limitation, proceeds of and unearned premiums with respect to insurance policies insuring any of the Collateral;

(c) All books and records (including, without limitation, customer lists, credit files, magnetic, digital and laser tapes and disks, electronic and computer storage media, computer programs, print-outs, and other computer materials and records) of Debtor pertaining to any of (a) and (b) above.