

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] TODD M. KRIEDEMAN / 704-388-2066
B. SEND ACKNOWLEDGMENT TO: (Name and Address) BANK OF AMERICA, N.A. 200 SOUTH COLLEGE STREET CHARLOTTE, NORTH CAROLINA 28255 ATTN: TODD M. KRIEDEMAN/NC1-014-13-15

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 1999-32129 DATED 08/02/1999	1b. This FINANCING STATEMENT AMENDMENT is <input checked="" type="checkbox"/> to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.
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 checked="" 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 <u>one</u> of the following three boxes and provide appropriate information in items 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 EZELL, L.L.C.	
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 108 WEST HAMPTON PLACE NASHVILLE TN 372058 US	
7d. TAX ID #: SSN OR EIN Do Not Provide	7e. TYPE OF ORGANIZATION ADD'L INFO RE ORGANIZATION DEBTOR
7f. JURISDICTION OF ORGANIZATION	
7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	
8. AMENDMENT (COLLATERAL CHANGE): check only <u>one</u> box. Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned.	

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 BANK OF AMERICA, N.A.			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
10. OPTIONAL FILER REFERENCE DATA EZELL, L.L.C. -----			

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)		
1999-32129 DATED 08/02/1999		
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)		
12a. ORGANIZATION'S NAME		
BANK OF AMERICA, N.A.		
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME, SUFFIX

13. Use this space for additional information

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Additional Debtor Names Of Record

E.E.E., LLC
108 West Hampton Place
Nashville, Tennessee 372058
Nevada Corp. ID # LLC4968-1999

J.C. EZELL, L.L.C.
108 West Hampton Place
Nashville, Tennessee 372058
Nevada Corp. ID # LLC4979-1999

W.C. EZELL, L.L.C.
108 West Hampton Place
Nashville, Tennessee 372058
Nevada Corp. ID # LLC4978-1998

EXHIBIT "A"

Part of the SE 1/4, Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:
Commence at the Southwest corner of said 1/4 Section; thence run East along the South line of same for 1,826.71 feet; thence 122 degrees 59 minutes 53 seconds left and run Northwesterly for 399.97 feet to a point on the Northerly right of way line of Oak Mountain Park Road; thence continue Northwesterly along the same course for 846.69 feet; thence 91 degrees 16 minutes 39 seconds right and run Northeasterly for 152.01 feet; thence 90 degrees left and run Northwesterly for 349.62 feet; thence 90 degrees left and run Southwesterly for 160.00 feet; thence 88 degrees 41 minutes 21 seconds right and run Northwesterly for 25.0 feet to a point on the South right of way line of Alabama Highway 119; thence 91 degrees 18 minutes 39 seconds right and run Northeasterly along said right of way line for 253.07 feet; thence 14 degrees 02 minutes 10 seconds right and continue Northeasterly for 9.51 feet to a point on the Southerly right of way line of a County Road; thence 30 degrees 57 minutes 50 seconds right and run Easterly along said right of way line for 62.56 feet to an angle point in said right of way; thence 45 degrees 00 minutes right and run Southeasterly along said right of way line for 390.67 feet to an angle point in said right of way; thence 90 degrees left and run Northeasterly for 575.98 feet to a point on the Westerly right of way line of I-65 service drive; thence 86 degrees 19 minutes 31 seconds right and run Southeasterly along said right of way line for 142.98 feet; thence 22 degrees 07 minutes 10 seconds right and run Southeasterly along said right of way line for 23.50 feet to the point of beginning; thence continue Southeasterly along said right of way line for 163.81 feet to a point on the approximate floodway line of Bishop Creek; thence 104 degrees 36 minutes 32 seconds right and run Northwesterly along said floodway line for 178.84 feet; thence 56 degrees 56 minutes 47 seconds right and run Northwesterly for 95.24 feet; thence 100 degrees 30 minutes 00 seconds right and run Northeasterly for 203.16 feet to the point of beginning.

Also, all that tract or parcel lying and being in Shelby County, in the City of Pelham, Alabama, and being more particularly described as follows:
Beginning at the Northeasterly property corner at the right of way of Oak Mountain Park Circle of the Thriftlodge Motel site; thence run South 56 degrees 57 minutes 3 seconds West a distance of 22.0 feet to a point, the TRUE POINT OF BEGINNING; thence run South 33 degrees 2 minutes 57 seconds East, a distance of 75.60 feet to a point; thence run South 53 degrees 45 minutes 49 seconds East, a distance of 76.66 feet to a point; thence run South 78 degrees 31 minutes 1 second East, a distance of 60.70 feet to a point; thence run South 6 degrees 53 minutes 4 seconds East, a distance of 22.07 feet to a point; thence run North 78 degrees 31 minutes 1 second West, a distance of 68.67 feet to a point; thence run North 53 degrees 45 minutes 49 seconds West, a distance of 90.41 feet to a point; thence run North 33 degrees 2 minutes 57 seconds West, a distance of 79.62 feet to a point; thence run North 56 degrees 57 minutes 3 seconds East a distance of 22.0 feet to a point; the TERMINUS POINT of this description.

LESS AND EXCEPT that portion of caption lands conveyed to Forte Hotels International, Inc., by deed recorded in Real Record 283, Page 519, more particularly described as follows:
Part of SE 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:
Commence at the southwest corner of said 1/4 Section; thence run East along the South line of same for 1,826.71 feet; thence 122 degrees 59 minutes 53 seconds left and run Northwesterly for 399.97 feet to a point on the Northerly right of way line of Oak Mountain Park Road; thence continue Northwesterly along the same course for 846.69 feet; thence 91 degrees 18 minutes 39 seconds right and run Northeasterly for 152.01 feet; thence 90 degrees 0 minutes left and run Northwesterly for 349.02 feet; thence 90 degrees 0 minutes left and run Southwesterly for 160.0 feet; thence 88 degrees 41 minutes 21 seconds right and run Northwesterly for 25.0 feet to a point on the South right of way line of Alabama Highway 119; thence 91 degrees 18 minutes 39 seconds right and run Northeasterly along said right of way line for 253.07 feet; thence 14 degrees 2 minutes 10 seconds right and continue Northeasterly for 9.51 feet to a point on the Southerly right of way line of a County Road; thence 30 degrees 57 minutes 50 seconds right and run Easterly along said right of way for 62.56 feet to an angle point in said right of way; thence 45 degrees 0 minutes right and run Southeasterly along said right of way line for 390.67 feet to an angle point in said right of way; thence 90 degrees 0 minutes left and run Northeasterly for 575.98 feet to a point on the Westerly right of way line of I-65 service drive; thence 86 degrees 19 minutes 31 seconds right and run Southeasterly along said right of way line for 142.98 feet; thence 22 degrees 7 minutes 10 seconds right and run Southeasterly along said right of way line for 187.31 feet to a point on the approximate floodway line of Bishop Creek; thence 104 degrees 36 minutes 32 seconds right and run Northwesterly along said floodway line for 144.84 feet to the point of beginning; thence continue Northwesterly along the same line for 34.0 feet; thence 56 degrees 56 minutes 47 seconds right and run Northwesterly for 95.24 feet; thence 100 degrees 30 minutes 0 seconds right and run Northeasterly for 78.50 feet; thence 105 degrees 34 minutes 45 seconds right and run Southerly for 110.75 feet to the point of beginning; being situated in Shelby County, Alabama.

Located at: 1020 Oak Mountain Park Road
Helena, AL 35080

**EXHIBIT B TO UCC-1 FINANCING STATEMENT
(ALABAMA)**

All rights, hereditaments and appurtenances in anywise appertaining or belonging to the Real Estate described on Exhibit "A" attached hereto (the "Real Estate"); and together with all buildings and improvements now or hereafter located on the Real Estate and all equipment, fixtures and articles of personal property now or hereafter attached to or used in and about the building or buildings, including, but not limited to, all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, lighting, plumbing, ventilating, air conditioning; refrigerating, incinerating and elevator equipment, switchboards, stoves, ranges, vacuum cleaning systems, garbage disposals, refrigerators, dishwashers, hot water heaters, trash compactors, other appliances, paging systems, alarm systems, generators, sprinkler systems and other fire prevention and extinguishing apparatus and all other goods, materials, motors, machinery, pipes, equipment, inventory, fittings and fixtures now or hereafter affixed to or located on the Real Estate, and other improvements (such building or buildings and other improvements being hereinafter called the "Project") now or hereafter erected, constructed or developed on the Real Estate which are necessary or useful for complete and comfortable use and occupancy of the Project for the purposes for which they were or are to be erected, constructed or developed, or which are or may be used in or related to the planning, development, financing or the operation thereof; all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Project in any manner; all building materials and equipment now or hereafter delivered to the Project and intended to be installed therein, including, but not limited, to 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, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general, all building material and equipment of every kind and character used or useful in connection with said improvements; all plans and specifications for the Project; all contracts and subcontracts relating to the Project, all deposits (including tenant's security deposits), funds, accounts, contract rights, instruments, documents, general intangibles (including trademarks, trade names and symbols used in connection therewith), and notes or chattel paper arising from or by virtue of any transactions related to the Project; all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Project; all proceeds arising from or by virtue of the sale, lease or other disposition of any of the real or personal property or interest therein described herein; all proceeds (including premium refunds) payable or to be payable under each policy of insurance relating to the Project; all proceeds arising from the taking of all or a part of the Real Estate or any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law, or by right of eminent domain, or by private or other purchase in lieu thereof; all good will and books and records relating to the business or businesses operated on the Real Estate; and all other interest of every kind and character which Debtor now has or at any time hereafter acquires in and to the above-described real and personal property and all property which is used or useful in connection therewith, including rights of ingress and egress, easements, licenses, and all reversionary rights or interests of Debtor with respect to such property.

(Fixture Filing/County Records)