

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Karren Underwood 205-250-8400	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Najjar Denaburg, P.C. 2125 Morris Avenue Birmingham, AL 35203	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Providence Park Partners, L.L.C.						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 2526 Valleydale Road			CITY Birmingham	STATE AL	POSTAL CODE 35244	COUNTRY USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Limited Liability Co.	1f. JURISDICTION OF ORGANIZATION Alabama	1g. ORGANIZATIONAL ID #, if any		<input checked="" type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any		<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Compass Bank						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 4958 Valleydale Road			CITY Birmingham	STATE AL	POSTAL CODE 35242	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

The property described on Schedule "I" attached hereto and made a part hereof as if set out fully herein.

5. ALTERNATIVE DESIGNATION [if applicable]:		<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]		<input type="checkbox"/> All Debtors		<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA							

SCHEDULE "I"

TO

FINANCING STATEMENT (UCC-1)

Debtor/Mortgagor: Providence Park Partners, L.L.C.

Secured Party/Mortgagee: Compass Bank

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The following (hereinafter "Mortgaged Property"):

- a) The Land situated in Shelby County, Alabama and described on Exhibit "A" attached hereto and incorporated herein by this reference;
- b) Together with all buildings, equipment, machinery, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, buildings, materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and used or intended to be used in connection with or with the operation of the Mortgaged Property, and the buildings, structures or other improvements located thereon, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions 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 Land or not and whether in storage or otherwise wheresoever the same may be located;
- 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, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Mortgaged Property, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor, 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 Mortgagor of, in and to the same, including but not limited to: i) all rents, royalties, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; and ii) all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Mortgagee is hereby authorized on behalf of and in the name of Mortgagor to execute and deliver valid acquittance for, and appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and 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) Together with all contract and contract rights now existing or hereafter arising which are related to the operation of the property described in Exhibit "A", reserving to Borrower, however, as long as Borrower is not in default, the right to receive the benefits of such contracts and said contract rights.
- e) Together with all leases, written or oral, and all agreements for use or occupancy of any portion of the Mortgaged Property with respect to which the Mortgagor is the lessor, any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases

thereunder, upon or covering the use or occupancy of all or any part of the Mortgaged Property (all such leases, subleases, agreements and tenancies heretofore mentioned, being hereinafter collectively referred to as the "Leases");

f) Together with any and all guaranties of the lessees' and any sublessees' performance under any of the Leases;

g) Together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Mortgagor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Mortgaged Property or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Mortgaged Property, together with any and all rights and claims of any kind that the Mortgagor may have against any such lessee under the Leases or against any subtenants or occupants of the Mortgaged Property (all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"); provided, however, so long as no Event of Default has occurred, the Mortgagor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof);

h) Together with any award, dividend or other payment made hereafter to the Mortgagor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. Mortgagor hereby appoints the Mortgagee as the Mortgagor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend, or other payment;

i) Together with any awards hereafter made for any taking of or injury to said Mortgaged Property through eminent domain or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance at any time provided for the benefits of Mortgagee, all of which awards, damages, premiums, and payments are hereby assigned to Mortgagee and may be at any time collected by it; and

j) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described above, including, but not limited to, all insurance, contract and tort proceeds and claims.

BUILDING 1800

A parcel of land located in the Northeast Quarter of Section 15, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the SW corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 15; thence in a Northerly direction along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section, a distance of 316.55 feet; thence continue Northerly along the same course 639.07 feet to a point to the Southeasterly right of way line of Burkton Road; thence an interior angle left of 131 degrees, 08 minutes, 35 seconds left in a Northeasterly direction along said Southeasterly right of way line, a distance of 4.18 feet to the beginning of a curve to the left having a radius of 312.26 feet and a central angle of 22 degrees, 03 minutes, 10 seconds; thence continue in a Northeasterly direction along arc of said curve and right of way line, a distance of 120.19 feet to end of said curve; thence continue in a Northeasterly direction along line tangent to said curve and right of way line a distance of 195.50 feet to the beginning of a curve to the left having a radius of 424.18 feet and a central angle of 14 degrees, 27 minutes, 30 seconds; thence continue in a Northeasterly direction along arc of said curve and right of way line, a distance of 107.05 feet to end of said curve; thence continue in a Northeasterly direction and along a line tangent to said curve and right of way line, a distance of 28.48 feet; thence 45 degrees, 17 minutes, 50 seconds right in a Northeasterly direction and along said right of way line a distance of 70.34 feet to a point on the Southerly right of way line of Valleydale Road; thence 45 degrees, 17 minutes, 50 seconds right in a Southeasterly direction and along said Southerly right of way line, a distance of 166.82 feet to the PC of a curve to the left having a radius of 1185.91 feet and a central angle of 12 degrees, 17 minutes, 47 seconds; thence continue in a Northeasterly direction along arc of said curve 254.51 feet to the Northwest corner of Providence Park, Phase I, as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 33, Pages 119 A-E; thence South 37 degrees, 59 minutes, 53 seconds East a distance of 307.56 feet to a point; thence South 56 degrees, 59 minutes, 09 seconds East a distance of 23.81 feet to a point; thence North 84 degrees, 25 minutes, 40 seconds East a distance of 16.08 feet to a point; thence South 70 degrees, 32 minutes, 26 seconds East a distance of 11.89 feet to a point; thence North 52 degrees, 06 minutes, 43 seconds East a distance of 45.00 feet to a point; thence North 17 degrees, 49 minutes, 15 seconds West a distance of 10.65 feet; thence North 52 degrees, 06 minutes, 43 seconds East a distance of 90.00 feet; thence North 37 degrees, 59 minutes, 53 seconds West a distance of 70.00 feet to a point; thence North 52 degrees, 06 minutes, 43 seconds East a distance of 74.01 feet; thence continue North 52 degrees, 06 minutes, 43 seconds East a distance of 74.01 feet to the POINT OF BEGINNING; thence North 37 degrees, 59 minutes, 53 seconds West a distance of 10.00 feet; thence North 52 degrees, 06 minutes, 43 seconds East a distance of 74.01 feet; thence South 37 degrees, 59 minutes, 53 seconds East a distance of 80.00 feet; thence South 52 degrees, 06 minutes, 43 seconds West a distance of 74.01 feet; thence North 37 degrees, 59 minutes, 53 seconds West a distance of 70.00 feet to the point of beginning.

Together with non-exclusive Ingress and Egress Easement being further described as follows:

That portion of the following described property which lies East of Providence Park, Phase I, as set out in Map Book 33, Page 119 in the Probate Office of Jefferson County, Alabama.

A parcel of land located in the NE $\frac{1}{4}$ of Section 15, Township 19 south, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the SW corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 15; thence in a Northerly direction along the Westerly line of said $\frac{1}{4}$ - $\frac{1}{4}$ section, a distance of 316.55 feet; thence continue Northerly along the same course 639.07 feet to a point to the Southeasterly right of way line of Burkton Road; thence an interior angle left of 131 degrees 08 minutes 35 seconds left in a Northeasterly direction along said Southeasterly right of way line, a distance of 4.18 feet to the beginning of a curve to the left having a radius of 312.26 feet and a central angle of 22 degrees 03 minutes 10 seconds; thence continue in a Northeasterly direction along arc of said curve and right of way line, a distance of 120.19 feet to end said curve; thence continue in a Northeasterly direction along line tangent to said curve and right of way line a distance 195.50 feet to the beginning of a curve to the left having radius of 424.18 feet and a central angle of 14 degrees 27 minutes 30 seconds; thence continue in a Northeasterly direction along arc of said curve and right of way line, a distance of 107.05 feet to the end of said curve; thence continue in a Northeasterly direction and along a line tangent to said curve and right of way line, a distance of 28.48 feet; thence 45 degrees 17 minutes 50 seconds right in a Northeasterly direction and along said right of way line a distance of 70.34 feet to a point on the Southerly right of way line of Valleydale Road; thence 45 degrees 17 minutes 50 seconds right in a Southeasterly direction and along said Southerly right of way line, a distance of 166.82 feet to the PC of a curve to the left having a radius of 1185.91 feet and a central angle of 12 degrees 17 minutes 47 seconds; thence continue in a Northeasterly direction along arc of said curve 254.51 feet to the point of beginning; thence an interior angle left of 120 degrees 17 minutes 37 seconds Southeasterly 307.56 feet; thence an interior angle left of 126 degrees 44 minutes 26 seconds Southwesterly a distance of 50.91 feet; thence an interior angle right of 133 degrees 37 minutes 44 seconds Southeasterly 371.67 feet to the Northerly line of Windward Circle Subdivision; thence an interior angle right of 77 degrees 45 minutes 42 seconds Northwesterly 478.04 feet;

thence an interior angle right of 122 degrees 15 minutes 00 seconds Northerly 400.00 feet; thence an interior angle right of 149 degrees 03 minutes 35 seconds Northwesterly a distance of 167.60 feet to the Southeasterly right of way line of Valleydale Road; thence an interior angle right of 98 degrees 36 minutes 46 seconds Southwesterly 80.50 feet along said right of way line to the PC of a curve to the right with a radius of 1185.91 feet and a central angle of 24 degrees 10 minutes 59 seconds; thence run Southwesterly along the arc a distance of 500.54 feet to the point of beginning.

Subject property is depicted on plat recorded at Map Book 28, Page 123, as "Parcel Two". Please note said plat recites: "NO TRANSFER OF TITLE BY THIS MAP - FOR INFORMATION ONLY".

Situated in Shelby County, Alabama.

20041012000562960 Pg 4/4 32.00
Shelby Cnty Judge of Probate, AL
10/12/2004 10:16:00 FILED/CERTIFIED