



20041230000706780 Pg 1/4 32.00  
Shelby Cnty Judge of Probate, AL  
12/30/2004 08:00:00 FILED/CERTIFIED

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

Crystal Parker 205-802-1122 ext 320

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Martin G. Woosley, Esq.  
Martin, Rawson & Woosley, P.C.  
#2 Metroplex Drive, Suite 102  
Birmingham, AL 35209

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

THE MANDALA PROJECT, LLC, an Alabama limited liability company

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

c/o The Shopping Center Group, 200 Union Hill Drive, Suite Birmingham

CITY

STATE

POSTAL CODE

COUNTRY

AL

35209

USA

1d. TAX ID #: SSN OR EIN

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

1e. TYPE OF ORGANIZATION

1f. JURISDICTION OF ORGANIZATION

1g. ORGANIZATIONAL ID #, if any

☒ 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

☐ 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

Protective Life Insurance Company

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

2801 Highway 280 South

CITY

Birmingham

STATE

AL

POSTAL CODE

35226

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

All of the equipment, fixtures, contract rights, general intangibles and tangible personal property of every nature now owned or hereafter acquired by Debtor, all additions, replacements, and proceeds thereof and all other property set forth in Schedule A attached hereto located on the real property described in Exhibit A attached hereto.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☒ 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) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Shelby County, Alabama



## SCHEDULE A

All interest of Debtor, whether now owned or hereafter acquired, in the rights, interests and personal property (collectively referred to as the "personal property") of any kind or nature whatsoever, whether tangible or intangible, whether or not any of such personal property is now or becomes a "fixture" or attached to the real estate described in Exhibit A, which is used or will be used in the construction of, or is or will be placed upon, or is derived from or used in connection with, the maintenance, use, occupancy or enjoyment of the said real estate and any improvements located thereon, including, without limitation, all accounts, documents, instruments, chattel paper, equipment, general intangibles, inventory, all plans and specifications, contracts and subcontracts for the construction, reconstruction or repair of the improvements located on said real estate, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, rents, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit, policies and proceeds of insurance, any award of payment or compensation payable on account of any condemnation or other taking for public or private use of the said real estate or any improvements located thereon, motor vehicles and aircraft, together with all present and future attachments, accretions, accessions, replacements and additions thereto and products and proceeds thereof.

All leases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to all or any portion of the said real estate, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, and all rents, royalties, issues, profits, revenue, income and other benefits of the said real estate and improvements thereon arising from the use or enjoyment thereof or from any leases, including, without limitation, cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether said cash or securities are to be held until the expiration of the terms of the said leases or applied to one or more of the installments of rent coming due.

All profits and sales proceeds, including, without limitation, earnest money and other deposits, now or hereafter becoming due by virtue of any contract or contracts for the sale of any interest of Debtor in the said real estate or improvements located thereon; and

All property in which a security interest may be created pursuant to the Uniform Commercial Code (or any similar laws) of the state in which the real estate described in Exhibit A is located, including (*inter alia*) all *fructus naturales*, *fructus civiles*, and *fructus industriales*.

Without limiting the foregoing, all fixtures, machinery, equipment, office equipment and machines, inventory, farm products, vehicles and conveyances (including, without limitation, tractors, mowers, sweepers, snow removers, and other similar equipment), construction materials, building supplies, and articles of personal property (whether or not actually located on the real estate); including, but not limited to: heating, ventilating, humidifying and dehumidifying, air conditioning, laundry (including, without limitation, washers and dryers), incinerating, safety, power, plumbing, cleaning, fire prevention and fire extinguishing, and communications supplies, equipment, systems, and apparatus, lamps, chandeliers, and other lighting equipment and fixtures, vacuum cleaning systems, furnaces, boilers, radiators, piping, and coal stokers, plumbing and bathroom fixtures, sprinkler and alarm systems, washtubs, tanks, sinks, gas and electric fixtures, awnings, screens, window shades, storm doors and windows, ducts and compressors, rugs, carpet and other floor coverings, shades and draperies, partitions, elevators, escalators, pumps, motors, engines, conduits, dynamos, refrigerators, stoves, ranges, freezers, incinerators, kitchen equipment and appliances, and all other appliances and fittings, cabinets, shelving and lockers, plants, shrubbery and all landscaping and planting materials, and indoor and outdoor furniture and furnishings; all logos, trademarks, trade names, service marks, good will, and similar property; all books and records, statements of account, operating statements, periodic reports, balance sheets, profit and loss statements, financial statements, checkbooks, deposit receipts, and all other business and financial records and statements of all kinds; all computer time, computer runs, computer software and services, computer programs, computer apparatus and computer hardware; all televisions, radios, receivers, recorders, cables, lines, apparatus and equipment of all kinds.

All personalty and other property described in the mortgage and security agreement or deed of trust and security agreement or deed to secure debt and security agreement executed by the Debtor in favor of or for the benefit of Secured Party.

All proceeds (including claims thereto or demands therefor) of the conversion, voluntary or involuntary, permitted or otherwise, of any of the foregoing into cash or liquidated claims.



## EXHIBIT A

### PARCEL I The Shopping Center Site

A parcel of land situated in the Northeast Quarter of the Southwest Quarter, and the Northwest Quarter of the Southeast Quarter, Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southwest corner of the Northwest Quarter of the Southeast Quarter, Section 36, Township 18 South, Range 2 West, thence run North 00°01'03" East along the West line of said Quarter-Quarter for a distance of 518.01 feet to the POINT OF BEGINNING; thence leaving said Quarter-Quarter line run North 80°00'58" West for a distance of 187.24 feet; thence run North 73°17'13" West for a distance of 258.79 feet to a point on the Eastern right-of-way of Inverness Center Drive, also being the point of curvature of a curve to the right having a radius of 386.00 feet; a central angle of 10°59'07"; a chord length of 73.89 feet and a chord bearing of North 33°53'19" East; thence continue along the arc of said curve for a distance of 74.01 feet to the point of tangency of said curve; thence leaving said right-of-way run South 25°12'42" East for a distance of 23.66 feet; thence run South 69°07'06" East for a distance of 124.42 feet to the point of curvature of a curve to the left, having a radius of 138.50 feet; a central angle of 39°06'15"; a chord length of 92.70 feet and a chord bearing of North 89°20'07" East; thence continue along the arc of said curve for a distance of 94.53 feet to the point of curvature of a curve to the left having a radius of 38.50 feet; a central angle of 67°56'01"; a chord length of 43.02 feet and a chord bearing of North 35°48'58" East; thence continue along the arc of said curve for a distance of 45.65 feet to the point of tangency of said curve; thence run North 01°50'57" East for a distance of 64.26 feet to the point of curvature of a curve to the left having a radius of 75.00 feet; a central angle of 36°10'59"; a chord length of 46.58 feet and a chord bearing of North 16°14'32" West; thence continue along the arc of said curve for a distance of 47.36 feet to the point of tangency of said curve; thence run North 34°20'01" West for a distance of 83.26 feet to a point on the Eastern right-of-way of said Inverness Center Drive; thence run North 54°35'51" East along said right-of-way for a distance of 10.85 feet to the point of curvature of a curve to the left having a radius of 289.00 feet; a central angle of 49°11'49"; a chord length of 240.60 feet and a chord bearing of North 30°12'19" East; thence continue along said right-of-way and the arc of said curve for a distance of 248.15 feet to the point of tangency of said curve; thence run North 05°36'24" East continuing along said right-of-way for a distance of 52.15 feet to the point of curvature of a curve to the right having a radius of 166.00 feet; a central angle of 33°07'51"; a chord length of 94.66 feet and a chord bearing of North 21°59'22" East; thence continue along the arc of said curve and said right-of-way for a distance of 95.99 feet to the point of tangency of said curve; thence leaving said right-of-way run South 60°53'29" East for a distance of 608.78 feet; thence run South 29°08'00" West for a distance of 430.11 feet; thence run North 72°07'15" West for a distance of 102.38 feet; thence run North 60°54'30" West for a distance of 218.18 feet; thence run South 00°01'03" West for a distance of 135.69 feet to the point of beginning.

Continued:

PARCEL II  
The Office Building Site

A parcel of land situated in the Northeast Quarter of the Southwest Quarter, Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southwest corner of the Northwest Quarter of the Southeast Quarter, Section 36, Township 18 South, Range 2 West, thence run North  $00^{\circ}01'03''$  East along the West line of said Quarter-Quarter for a distance of 518.01 feet; thence leaving said Quarter-Quarter line run North  $80^{\circ}00'58''$  West for a distance of 187.24 feet; thence run North  $73^{\circ}17'13''$  West for a distance of 258.79 feet to a point on the Eastern right-of-way of Inverness Center Drive, also being the point of curvature of a curve to the right having a radius of 386.00 feet; a central angle of  $10^{\circ}59'07''$ ; a chord length of 73.89 feet and a chord bearing of North  $33^{\circ}53'19''$  East; thence continue along the arc of said curve for a distance of 74.01 feet to the POINT OF BEGINNING; thence continue along said curve to the right having a radius of 386.00 feet; a central angle of  $11^{\circ}19'58''$ ; a chord length of 76.22 feet and a chord bearing of North  $45^{\circ}02'51''$  East; for a distance of 76.35 feet along said right-of-way to the point of tangency of said curve; thence run North  $54^{\circ}35'51''$  East along said right-of-way for a distance of 162.36 feet; thence leaving said right-of-way run South  $34^{\circ}20'01''$  East for a distance of 83.26 feet to the point of curvature of a curve to the right having a radius of 75.00 feet; a central angle of  $36^{\circ}10'59''$ ; a chord length of 46.58 feet and a chord bearing of South  $16^{\circ}14'32''$  East; thence continue along the arc of said curve for a distance of 47.36 feet to the point of tangency of said curve; thence run South  $01^{\circ}50'57''$  West for a distance of 64.26 feet to the point of curvature of a curve to the right having a radius of 38.50 feet; a central angle of  $67^{\circ}56'01''$ ; a chord length of 43.02 feet and a chord bearing of South  $35^{\circ}48'58''$  West; thence continue along the arc of said curve for a distance of 45.65 feet to the point of curvature of a curve to the right having a radius of 138.50 feet; a central angle of  $39^{\circ}06'15''$ ; a chord length of 92.70 feet and a chord bearing of South  $89^{\circ}20'07''$  West; thence continue along the arc of said curve for a distance of 94.53 feet to the point of tangency of said curve; thence run North  $69^{\circ}07'06''$  West for a distance of 124.42 feet; thence run North  $25^{\circ}12'42''$  West for a distance for a distance of 23.66 feet to the POINT OF BEGINNING.