

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Cheryl Robinson (205) 879-5959	
B. SEND ACKNOWLEDGEMENT TO: (Name and Address) Cheryl Robinson CORLEY MONCUS, PC 400 Shades Creek Parkway, Suite 100 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 name

1a. ORGANIZATION'S NAME CARTER MASON INVESTMENTS, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 1904 Indian Lake Drive			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 LLC	1f. JURISDICTION OF ORGANIZATION Alabama	1g. ORGANIZATION 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 name

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. ORGANIZATION 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, Suite 101			CITY Birmingham	STATE AL	POSTAL CODE 35242	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All of the fixtures, equipment, furniture, furnishings and 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 I attached hereto and made a part hereof, located on the real property described on the attached Exhibit "A".

THIS FINANCING STATEMENT IS FILED AS ADDITIONAL SECURITY IN CONNECTION WITH A MORTGAGE AND SECURITY AGREEMENT BEING FILED SIMULTANEOUSLY HEREWITH, ON WHICH THE APPROPRIATE MORTGAGE TAX IS BEING PAID.

5. ALT. 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 checked="" 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			

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR(1a or 1b) ON RELATED FINANCING STATEMENT										
9a. ORGANIZATION'S NAME CARTER MASON INVESTMENTS, LLC										
OR										
9b. INDIVIDUAL'S LAST NAME			FIRST NAME		MIDDLE NAME		SUFFIX			
10. MISCELLANEOUS:										
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY										
11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (11a or 11b) - do not abbreviate or combine name										
11a. ORGANIZATION'S NAME										
OR										
11b. INDIVIDUAL'S LAST NAME				FIRST NAME		MIDDLE NAME		SUFFIX		
11c. MAILING ADDRESS					CITY		STATE	POSTAL CODE		COUNTRY
11d. TAX ID#: SSN or EIN		ADD'L INFO RE ORGANIZATION DEBTOR		11e. TYPE OF ORGANIZATION		11f. JURISDICTION OF ORGANIZATION		11g. ORGANIZATION ID#, if any		
								<input type="checkbox"/> NONE		
12. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S or <input type="checkbox"/> ASSIGNOR S/P - insert only one name (12a or 12b)										
12a. ORGANIZATION'S NAME										
OR										
12b. INDIVIDUAL'S LAST NAME				FIRST NAME		MIDDLE NAME		SUFFIX		
12c. MAILING ADDRESS					CITY		STATE	POSTAL CODE		COUNTRY
13. This FINANCING STATEMENT covers <input type="checkbox"/> timber to be cut o <input type="checkbox"/> as-extracted collateral, or is filed as a <input checked="" type="checkbox"/> fixture filing.										
14. Description of real estate: See attached Exhibit "A".										
15. Name and address of a RECORD OWNER of above described real estate (if Debtor does not have a record interest):										
16. Additional collateral description:										
17. Check <u>only</u> if applicable and check <u>only one</u> box. Debtor is a <input type="checkbox"/> Trust or <input type="checkbox"/> Trustee acting with respect to property held in trust or <input type="checkbox"/> Decedent's Estate										
18. Check <u>only</u> if applicable and check <u>only one</u> box. <input type="checkbox"/> Debtor is a TRANSMITTING UTILITY <input type="checkbox"/> Filed in connection with a Manufactured-Home Transaction -- effective 30 years <input type="checkbox"/> Filed in connection with a Public-Finance Transaction -- effective 30 years										

SCHEDULE I

All Debtor's right, title and interest in, to, and under any and all of the following described property (the "Property"), whether now owned or held or hereafter acquired:

(a) All those certain tracts or parcels of land located in Shelby County, Alabama, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Land"); and

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Premises, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by a Mortgage and Security Agreement being filed simultaneously herewith (the "Mortgage"); and

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by them; and

(d) All rents, issues, profits and revenues of the Premises from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, security deposits and escrow funds, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, reserving only the right to Debtor to collect the same so long as an Event of Default has not occurred hereunder or such collection is not otherwise restricted by the Mortgage; and

(e) All Construction Contracts (between the Contractors and Debtor providing for the construction of the Project, or any portion thereof), the Architect Contracts (between the Architects and the Debtor providing for the design of the Project, the preparation of the Plans and Specifications, the supervision and inspection of the construction of the Project and the provision of any other architectural services or projects related to the Project), the Plans and Specifications (all plans and specifications for the Project, or any portion thereof), and other Construction documents (1) all contracts (including the Architect Contracts) with architects and engineers (including the Architects and the Engineers) responsible for the design of any of the Project, the preparation or evaluation of any of such plans and specifications or the supervision of the construction of any of the Project; (2) all contracts to which the Debtor is a party (including the Construction Contracts) providing for the construction of any of the Project or the furnishing of labor or materials in connection therewith or the furnishing or installation of any equipment or other personal property in connection therewith; (3) all contracts to which the Debtor is a party providing for the management of the construction of any of the Project; (4) all rights of the Debtor as a third party beneficiary under all contracts and subcontracts pertaining to the Project as to which the Debtor is not a party; (5) all payment and performance bonds relating to any of the Project; (6) all other contracts and agreements related to the design, management, construction, equipping

and development of any of the Project; and (7) all contracts with public utilities, Governmental Authorities and other persons for the furnishing of roads or utilities to the Project and all deposits thereunder); and

(e) To the fullest extent assignable (if assignable by law), any and all licenses and permits obtained by Debtor relating to the use and operation of the Premises.

EXHIBIT "A"

Parcel 1

A parcel of land lying in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 18, Township 20 South, Range 2 West, Shelby County Alabama, described as follows: Begin at the NE corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and run South along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ 839.95 feet; thence turn right 89 deg. 59 min. 31 sec. and run West 15.84 feet; thence turn left 68 deg. 22 min. 19 sec. and run southwest 91.29 feet; thence turn left 09 deg. 20 min. 28 sec. and run Southwest 403.56 feet to a point on the South $\frac{1}{4}$ $\frac{1}{4}$ line; thence turn right 77 deg. 57 min. 07 sec. and run West along said South $\frac{1}{4}$ $\frac{1}{4}$ line 170.15 feet to a point of the East right of way Shelby County Highway 361; thence turn right 95 deg. 26 min. 17 sec. and run north along said right away 204.43 feet to a point of a counterclockwise curve having a central angle of 31 deg. 19 min. 33 sec. and a radius of 270 feet; thence run along the arc of said curve 147.62 feet; thence turn right 37 deg. 26 min. 53 sec. from tangent and run Northeast leaving said right of way 466.39 feet; thence run left 90 deg. 00 min. and run Northwest 208.71 feet; thence turn left 90 deg. 00 min. and run Southwest 130.46 feet; thence turn right 78 deg. 43 min. 09 sec. and run West 635.90 feet to a point on the East right of Way of Interstate 65; thence turn right 111 deg. 02 min. 23 sec. and run northeast along said right of way 640.31 feet to a point on the north $\frac{1}{4}$ $\frac{1}{4}$ line; thence turn right 67 deg. 14 min. 51 sec. and run East along said North $\frac{1}{4}$ $\frac{1}{4}$ line 836.54 feet to the point of beginning .

Parcel II

Commence at the NE corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 18, Township 20 South, Range 2 West, Shelby County Alabama; thence South 0 deg. 0 min. 8 sec. West along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 839.88 feet; thence North 89 deg. 54 min. 48 sec. West a distance of 15.71 feet; thence South 21 deg. 31 min. 5 sec. West a distance of 91.46 feet to the point of beginning; thence South 12 deg. 14 min. 13 sec. West a distance of 403.68 feet; thence South 89 deg. 45 min. 39 sec. East a distance of 85.80 feet; thence North 0 deg. 2 min. 5 sec. West a distance of 394.86 feet to the point of beginning.

Parcel III

A parcel of land located in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of section 18, Township 20 South, Range 2 West, being more particularly described as follows: Commence at the Southeast corner of the Southwest quarter of the Northwest Quarter of Section 18,

EXHIBIT "A"

(Continued)

Township 20 South, Range 2 West Shelby County Alabama, and run thence Northerly along the East line of said $\frac{1}{4}$ $\frac{1}{4}$ section a distance of 546.69 feet to a point; thence turn a deflection angle of 78deg. 12 min. 19 sec. left and run Northwesterly a distance of 472.23 feet to the point of beginning of the property being described; thence turn a deflection angle of 90 deg. 00 min. 59 sec. left and run South-Southwesterly a distance of 160.72 feet to a point on the northerly right of way line of Shelby County Road # 361 in a curve to the left; thence turn a deflection angle of 79 deg. 42 min. 44 sec. right to chord and run Westerly along the chord of said road curve a chord distance of 172.29 feet to a point; thence turn a deflection angle of 8 deg. 48 min. 44 sec. left and continue along the right of way of said road a distance of 256.97 feet to the P.C. of a curve to the left, thence turn a deflection angle of 11 deg. 19 min. 47 sec. left to chord and run Southwesterly along the chord of said curve a chord distance of 284.07 feet to a point; thence turn a deflection angle of 23 deg. 04 min. 28 sec. right and run Westerly a distance of 39.01 feet to a point on the Easterly right of way line of Interstate Highway No. 65 (I-65) thence turn a deflection angle of 108 deg. 13 min 10 sec. right and run Northeasterly along said I-65 right of way line a distance of 385.00 feet to a point; thence turn deflection angle of 67 deg. 50 min. 02 sec. right and run Easterly a distance of 635.76 feet to a point on the Westerly line of the L.A. and Mary Wilkinson property; thence turn a deflection angle of 101 deg. 23 sec. right and run South-Southwesterly a distance of 78.25 feet to the point of beginning.

All being situated in Shelby County Alabama