



20050118000026590 Pg 1/4 32.00
Shelby Cnty Judge of Probate, AL
01/18/2005 13:13:00 FILED/CERTIFIED

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, P.C. 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 B&CC, L.L.C.						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 3500 Colonnade Pkwy., Suite 375			CITY Birmingham	STATE AL	POSTAL CODE 35243	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 FIRST COMMERCIAL BANK						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 800 Shades Creek Parkway			CITY Birmingham	STATE AL	POSTAL CODE 35209	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									
OR	9a. ORGANIZATION'S NAME B&CC, L.L.C.								
	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									
OR	11a. ORGANIZATION'S NAME								
	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)									
OR	12a. ORGANIZATION'S NAME								
	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</u> one 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</u> one 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) 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"

Commence at the Northeast Corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama being a 1" crimp iron found; thence run in a Southerly direction 250.87' to a point on the right-of-way of Valleydale Road, being a $\frac{1}{2}$ " crimp iron found; thence turn an angle of 61 degrees 28 minutes 54 seconds to a chord distance of 734.03' to the point of beginning at a point along a curve to the left with a radius of 994.93 feet and a central angle of 8 degrees 33 minutes being a $\frac{1}{2}$ " pinch pipe found; thence turn an interior angle left of 189 degrees 23 minutes 53 seconds feet to the chord of said curve along an arc distance for 148.38' to a point, being a $\frac{1}{2}$ " capped "Carr" iron pin set; thence continue Southwesterly, tangent to said curve for a distance of 61 degrees 63 minutes being an axle found; thence turn an angle right of 107 degrees 43 minutes 02 seconds for a distance of 206.21', being a $\frac{1}{2}$ " capped "Carr" found; thence turn an angle right of 74 degrees 12 minutes 07 seconds for a distance of 210.16', being a $\frac{1}{2}$ " capped "Arrington" rebar found; thence turn an angle right of 105 degrees 37 minutes 09 seconds for a distance of 210.11' to the point of beginning.

Situated in Shelby County, Alabama.