UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS (front and back) CAREFULLY A. NAME & PHONE OF CONTACT AT FILER [optional] Liz Corrigan @ 205-458-5259 B. SEND ACKNOWLEDGMENT TO: (Name and Address) Liz Corrigan Burr & Forman LLP 3100 SouthTrust Tower Birmingham, Alabama 35203 THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names 1a. ORGANIZATION'S NAME

	JJ&D, Inc.							
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME		SUFFIX		
1c.	1c. MAILING ADDRESS 501 Industrial Drive			CITY	STATE	POSTAL CODE	COUNTRY	
50				Alabaster	AL	35007	USA	
1d. SEE INSTRUCTIONS ADD'L INFO RE 1e. TYPE OF ORGANIZATION			1f. JURISDICTION OF ORGANIZATION	1g. ORG	1g. ORGANIZATIONAL ID #, if any			
ORGANIZATION DEBTOR Corporation		corporation	Alabama		NONE			
2. /	DDITIONAL DEBTO	R'S EXACT FULL	LEGAL NAME - insert only one	debtor name (2a or 2b) - do not abbreviate or com	bine names			
	2a. ORGANIZATION'S N	IAME						
OR			· · · · · · · · · · · · · · · · · · ·					
2b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE NAME		SUFFIX		
	<u></u>		· · · · ·					
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY		
2d. SEE INSTRUCTIONS ADD'L INFO RE 2e. TYPE OF ORGANIZATION ORGANIZATION		2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any					
		DEBTOR					NONE	
3. S	ECURED PARTY'S	S NAME (or NAME of	TOTAL ASSIGNEE of ASSIGNOR S/	P) - insert only <u>one</u> secured party name (3a or 3b)				
	3a. ORGANIZATION'S N				· - · · · · · · · · · · · · · · · · · ·			
ΩP	Wachovia Ban	k, National A	ssociation					
OIX	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME		SUFFIX		
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY		
P.O. Box 2554			Birmingham	AT.	35290			

4. This FINANCING STATEMENT covers the following collateral:

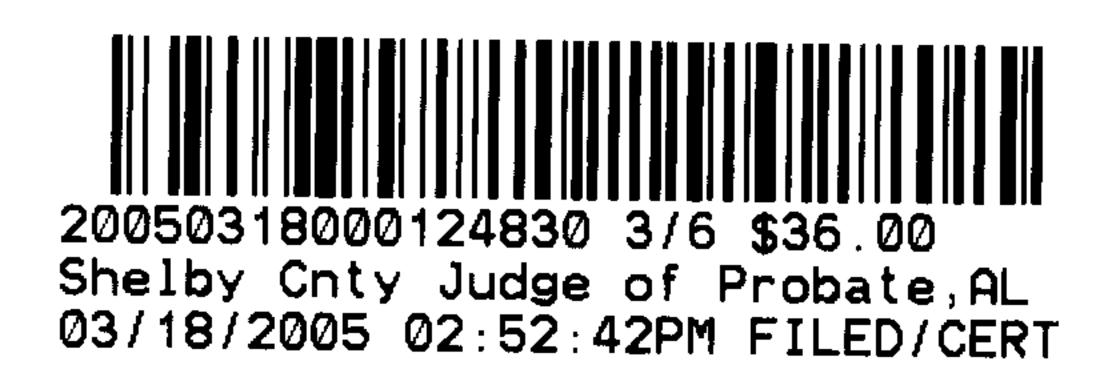
See Schedule A attached hereto for description of Collateral.

See Exhibit A attached hereto for description of real estate.

This financing statement is filed in connection with a Mortgage and Security Agreement being filed simultaneously herewith, on which the appropriate mortgage tax has been paid.

		CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-L	JCC FILING
6. This FINANCING STATEMENT is to be filed [for ESTATE RECORDS. Attach Addendum	or record] (or recorded) in the	ne REAL 7. Check to R applicable] [ADDITION	EQUEST SEARCH REPOI AL FEE]	RT(S) on Debtor(s) [optional]	All Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA							
Shelby County, Alabama							

	COMMISSIBLICATIONS (Front and back)						
	LOW INSTRUCTIONS (front and back) (NAME OF FIRST DEBTOR (1a or 1b) ON		TEMENT				
	9a. ORGANIZATION'S NAME						
OR							
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX				
10.	MISCELLANEOUS:						
11	ADDITIONAL DERTOR'S EVACTEUR					S FOR FILING OFF	ICE USE ONLY
11.	ADDITIONAL DEBTOR'S EXACT FULL 11a. ORGANIZATION'S NAME	LEGAL NAIVIE - Insert only one na	ame (11a or 11b) - do not abbrevia	ate or combine names	<del></del>	<del></del>	
OR	11b. INDIVIDUAL'S LAST NAME	· · · · · · · · · · · · · · · · · · ·	FIRST NAME	٨	MIDDLE NAME		SUFFIX
11c	. MAILING ADDRESS		CITY	5	STATE	POSTAL CODE	COUNTRY
114	SEEINSTRUCTIONS ADD'L INFO RE	110 TYPE OF OPCIANIZATION	444 UIDICDICTION OF ODO AN	17 A TIONI	4 000	ANITATIONIAL IS	<u> </u>
iiu	ORGANIZATION	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGAN	IZATION [1	1g. ORG	ANIZATIONAL ID#, if	any ——
12.	ADDITIONAL SECURED PARTY'S	ASSIGNOR S/PIS	NIANIE in a set a	40	<b></b>		NONE
12.	12a. ORGANIZATION'S NAME	or Assignor S/Ps	NAME - insert only <u>one</u> name (	12a or 12b)	······································		<del></del>
OR							
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME		MIDDLE NAME SUFFIX			
12c	. MAILING ADDRESS		CITY	5	STATE	POSTAL CODE	COUNTRY
13	This FINANCING STATEMENT covers time	per to be cut or as-extracted	16 Additional policional descrip	A:	. <u>.</u>		
	collateral, or is filed as a fixture filing.	as-extracted	16. Additional collateral descrip	uon.			
	Description of real estate:						
S	ee Exhibit A attached hereto fo	r description of real				-	
es	state.						
15.	Name and address of a RECORD OWNER of all	hove-described real estate					
	15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):						
			17. Check only if applicable and	check <u>only</u> one box.			
			<u> </u>	-	ect to pr	operty held in trust or	Decedent's Estate
			18. Check only if applicable and				
			Debtor is a TRANSMITTING				
			Filed in connection with a M				
•		····	Filed in connection with a P	ublic-Finance Transacti	ion eff	ective 30 years	



# SCHEDULE "A" TO UCC FINANCING STATEMENT (DESCRIPTION OF COLLATERAL)

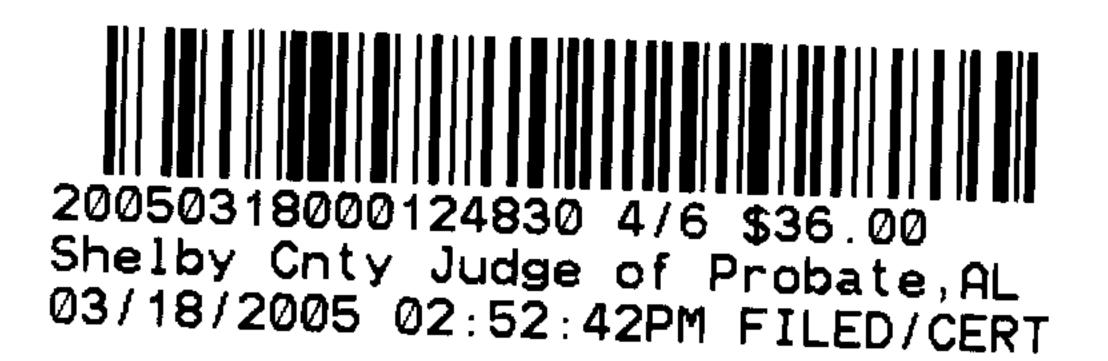
"Collateral" means the following assets of Borrower (and specifically excluding any interests in any Wachovia Swap Documents): (A) the Mortgaged Property; (B) the Assigned Agreements; (C) all amounts that may be owing from time to time by Bank to Borrower in any capacity, including, without limitation, any balance or share belonging to Borrower, of any Deposit Accounts or other account with Bank; (D) all Records pertaining to any of the Collateral; (E) any and all other assets of Borrower of any kind, nature, or description and which are intended to serve as collateral for the Loan under any one or more of the Security Documents; and (F) all interest, dividends, Proceeds, products, rents, royalties, issues and profits of any of the property described above and all notes, certificates of deposit, checks and other instruments from time to time delivered to or otherwise possessed by Bank for or on behalf of Borrower in substitution for or in addition to any of said property.

As used in this Schedule "A", "Borrower" shall mean the Debtor, and "Bank" shall mean the Secured Party; and all other capitalized words and phrases shall, except as otherwise defined below, have the meaning as set forth in that certain Credit Agreement dated as of March 17, 2005 (as amended from time to time, the "Credit Agreement") between Debtor and Secured Party, and in the case of any conflict between the meanings set forth below and the meanings set forth in the Credit Agreement, the broader meaning shall apply:

"Assigned Agreements" means all of Borrower's Interest in any and all leases, contracts and agreements of whatever kind, nature or description and relating to the Mortgaged Property.

"Mortgaged Property" means the "Mortgaged Property" as defined in the attached Schedule "A-1".

"Wachovia Swap Documents" means any Swap Documents entered into between any Borrower Party and any Bank Party.

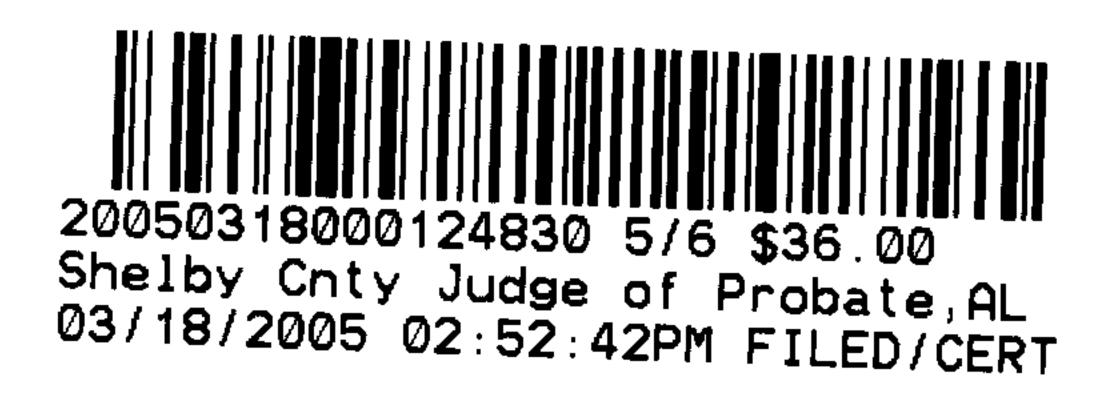


# SCHEDULE" A-1" TO UCC FINANCING STATEMENT (DESCRIPTION OF MORTGAGED PROPERTY)

All of Borrower's Interest in and to all of the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, whether now owned or hereafter acquired, and including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):

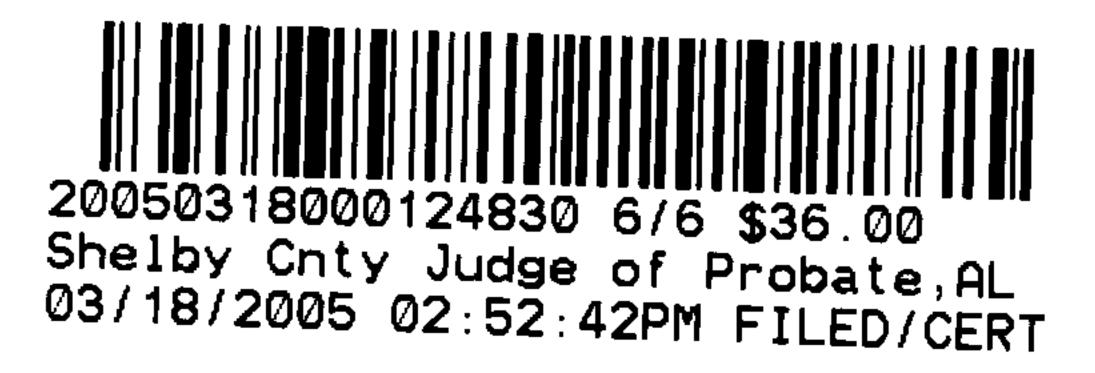
- (a) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, and more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land");
- (b) All buildings, structures and improvements of every nature whatsoever 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 Borrower and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, 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");
- (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 Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower;
- (d) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant 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 Borrower of, in and to the same; and
- (e) All leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property, and each modification, extension, renewal and guarantee thereof (collectively, the "Assigned Leases"), including, without limitation, all the rents, issues, and profits now due and which may hereafter become due under or by virtue of the Assigned Leases, together with all claims and

1339830



rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under the Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief.

1339830



#### EXHIBIT A

### LEGAL DESCRIPTION

Tracts 9, 11, and 13, according to the Survey of Jessica Ingram of the Northeast ¼ of Section 31, Township 18 South, Range 1 West, as recorded in Map Book 3, Page 54 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

1339830