

20050902000456160 1/4 \$32.00
Shelby Cnty Judge of Probate, AL
09/02/2005 04:03:26PM FILED/CERT

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 Nella Properties, L.L.C.				
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 1604 Columbiana Road	CITY Birmingham	STATE AL	POSTAL CODE 35209	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 ServisFirst Bank				
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS P.O. Box 1508	CITY Birmingham	STATE AL	POSTAL CODE 35201-1508	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All rents, leases, profits and royalties from or relating to the property described in Exhibit "A". 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.

Any and all fixtures, fittings, building materials, and fixed equipment of every nature whatsoever now or hereafter owned by the Borrower and used or intended to be used in connection with the operation of the property, structures, or other improvements described in Exhibit "A", including all extensions, additions, improvements, betterments, renewals, substitutions, replacements, to any of the foregoing.

The personal property described on Schedule "I" attached hereto and incorporated herein by this reference.

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: Nella Properties, L.L.C.

Lender: ServisFirst Bank

DEFINITIONS

"Account" and "Account Receivable" shall include accounts, accounts receivable, notes, notes receivable, contract rights, drafts, acceptances, instruments, chattel paper, general intangibles, and other forms of obligation or rights to payment and receivables, whether or not yet earned by performance, including state and federal tax refunds.

"Agreement" shall mean the Loan and Security Agreement entered into by and among Borrower and Bank.


"Bank" shall mean ServisFirst Bank.

"Borrower" shall mean Nella Properties, L.L.C.

"Collateral" shall mean any and all personal property of the Borrower in which the Bank acquired, now has, or by the Agreement or any other agreement acquires, or hereafter acquires a security interest or other rights or interests as security for the Borrower's Liabilities, including, without limitation, Borrower's obligations under the Agreement.

"Liabilities" shall mean any and all liabilities, obligations, and indebtedness of the Borrower to the Bank of every kind and description, direct or indirect, absolute or contingent, matured or unmatured, primary or secondary, liquidated or unliquidated, due or to become due, now existing or hereafter arising, and whether arising directly or acquired from others, regardless of how such Liabilities arise or by what agreement or instrument they may be evidenced or whether the foregoing Liabilities include obligations to perform acts and refrain from taking actions as well as obligations to pay money. Without limiting the foregoing, Liabilities specifically include the Borrower's obligations (i) evidenced by the Note and (ii) those described or referenced in the Agreement.

"Note" shall mean that certain note executed by Borrower and delivered to Bank evidencing the Loan (as that term is defined in the Agreement).


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SCHEDULE "T"

DESCRIPTION OF COLLATERAL

As security for the payment and performance of all Liabilities, the Bank shall have and is hereby granted a continuing lien on, a security interest in and a right of set-off against the following Collateral:

- (a) all equipment and machinery, including power-driven machinery and equipment, now owned or hereafter acquired and wherever located, together with all replacements thereof, all attachments, accessories, parts and tools belonging thereto or for use in connection therewith;
- (b) all contract rights and general intangibles of the Borrower, whether now or hereafter existing, created, arising or acquired, including but not limited to all trademarks and service marks;
- (c) all books and records now owned and hereafter acquired relating to any other Collateral and all files, correspondence, computer programs, tapes, disks and related data processing software owned by Borrower or in which Borrower has an interest that contains information concerning or relating to any of the other Collateral or any item thereof;
- (d) all additions, accessions and replacements pertaining to the above.
- (e) all Proceeds and products of all of the foregoing, including, without limitation, insurance proceeds.



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EXHIBIT "A"

Lot 1, according to the Survey of Pelham Parkway Commercial Subdivision, as recorded in Map Book 26, page 116, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH a non-exclusive perpetual easement running with the land for vehicular and pedestrian ingress and egress, (the "Access Easement") over and across that property described as the Access Easement in Exhibit "A" attached hereto and incorporated herein by this reference, and more particularly as follows:

Begin at the Southeast corner of Lot 1, Pelham Parkway Commercial Subdivision, as recorded in Map Book 26, page 116, in the Probate Office of Shelby County, Alabama; thence North 81°40'33" West, along the South line of said Lot 1, a distance of 45.00 feet; thence South 08°19'27" West, a distance of 18.00 feet to the beginning of a curve to the left having a radius of 2111.61 feet, a central angle of 00°36'36" and subtended by a chord which bears South 08°01'09" West a chord distance of 22.48 feet; thence along the arc of said curve 22.48 feet; thence South 82°17'09" East along a line radial to said curve, a distance of 45.00 feet to its point of intersection with the West right of way line of U.S. Highway No. 31, said point also lying on a curve to the right, having a radius of 2066.61 feet, a central angle of 00°36'36" and subtended by a chord which bears North 08°01'09" East, a chord distance of 22.00 feet; thence along the arc of said curve and said right of way line a distance of 22.0 feet to the end of said curve; thence North 08°19'27" East along said right of way line a distance of 18.00 feet to the point of beginning; being situated in Shelby County, Alabama.



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