

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] <b>Jenny G. Pair (205) 521-8345</b>	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  <b>Jenny G. Pair Bradley Arant Rose &amp; White LLP 1819 Fifth Avenue North Birmingham, AL 35203</b>	

20051003000513220 1/8 \$40.00  
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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 <b>SOUTHHALL OF HOOVER, L.L.C.</b>				
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
1c. MAILING ADDRESS <b>4752 Highway 280 East</b>			CITY <b>Birmingham</b>	STATE POSTAL CODE COUNTRY <b>AL 35242 USA</b>
1d. <b>SEE INSTRUCTIONS</b>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION <b>limited liability compa</b>	1f. JURISDICTION OF ORGANIZATION <b>Alabama</b>	1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> 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. <b>SEE INSTRUCTIONS</b>	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 <u>one</u> secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME <b>Regions Bank</b>				
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
3c. MAILING ADDRESS <b>417 North 20th Street</b>			CITY <b>Birmingham</b>	STATE POSTAL CODE COUNTRY <b>AL 35203 USA</b>

4. This FINANCING STATEMENT covers the following collateral:

The items and types of property described on Schedule I attached hereto are incorporated herein by reference.

Filed With: Judge of Probate, Shelby County, Alabama

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	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]		All Debtors Debtor 1 Debtor 2			
8. OPTIONAL FILER REFERENCE DATA						

Shelby County, AL SouthHall of Hoover, L.L.C. (R0909-80789)

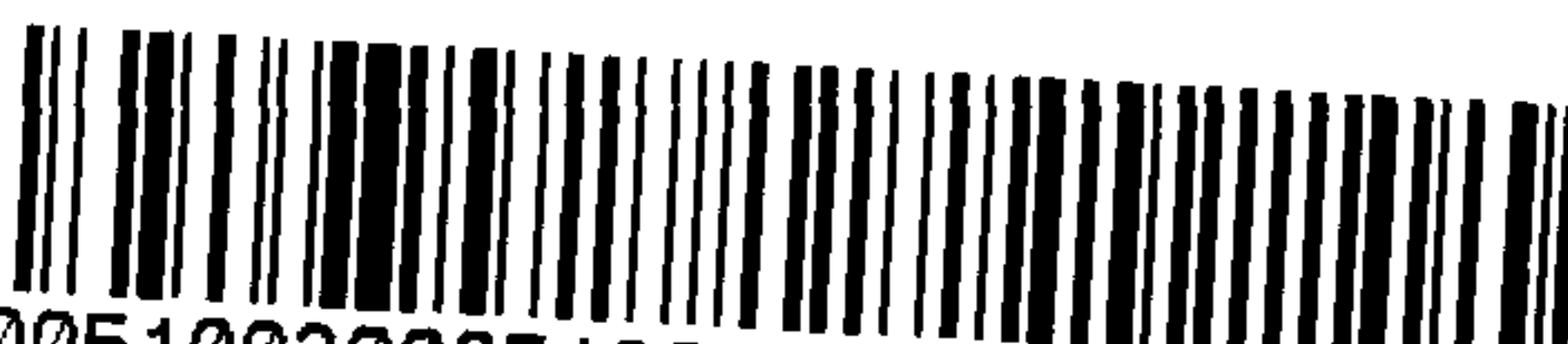
## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

### 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME			
OR	<b>SOUTHHALL OF HOOVER, L.L.C.</b>		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX	

### 10. MISCELLANEOUS:

  
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### 11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
11d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

### 12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - 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 ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

See Exhibits "A" and "B" attached hereto and made a part hereof.

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 only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.


☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years



**SCHEDULE I  
TO UCC-1 FINANCING STATEMENT**


  
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1. All right, title and interest of Debtor in and to each leasehold estate (individually, a "Leasehold Estate" and collectively, the "Leasehold Estates") created pursuant to the lease or leases more particularly described in Exhibit A (individually, a "Lease" and collectively, the "Leases") attached hereto and made a part hereof;
2. All of Debtor's right, title and interest in and to certain real property (the "Real Estate") more particularly described in Exhibit B attached hereto and made a part hereof;
3. All of Debtor's title and interest in and to any and all buildings, constructions and improvements now or hereafter erected in or on the Real Estate or in or on the property made the subject of the Leases (the "Leased Premises"), including the fixtures and those attachments, appliances, equipment, machinery and other articles that are attached to said buildings, constructions and improvements, all of which shall be deemed and construed to be a part of the realty;
4. All right, title and interest of Debtor in and to all of the items incorporated as part of or attributed or affixed to any of the Real Estate or any other interest of Debtor, whether now owned or hereafter acquired, in, to or relating to the Real Estate, in such a manner that such items are no longer personal property under the law of the state where the property is situated;
5. All personal property including, without limitation, all supplies, equipment, tools, furniture, furnishings, fixtures, machinery and construction materials that Debtor now or hereafter owns or in which Debtor now or hereafter acquires an interest or right and that are now or hereafter located on or affixed to the Real Estate or used or useful in the operation, use or occupancy of the Real Estate or the construction of any improvement on the Real Estate, including any interest of Debtor in and to personal property that is leased or subject to any superior security interest and including all heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and/or compacting plants, systems, fixtures and equipment, elevators, escalators, sprinkler systems and other fire prevention and extinguishing apparatus and materials, vacuum cleaners, office furniture, telephones and telecommunication equipment, compartment safes, carpeting, window coverings and all proceeds of and substitutions and replacements for any such items;
6. All of Debtor's:
  - a. inventory, including all goods, merchandise, raw materials, supplies and other tangible personal property, now owned or hereafter acquired, and all documents now and at any time or times covering or representing any of said property;



- b. accounts, accounts receivable, contract receivables, contract rights, notes, drafts, acceptances, instruments, chattel paper and general intangibles, and all guarantees and suretyship agreements relating thereto and all security for payment thereof, now or hereafter existing or arising; and
  - c. equipment, including all furniture, furnishings, machinery, storage shelves and other goods used in the conduct of Debtor's business, now owned or hereafter acquired;
- 7. All rents, issues, profits, royalties, income and other benefits derived from the Real Estate or the Leased Premises (collectively, the "Rents"), now or hereafter existing or entered into;
- 8. All interests, estates or other claims, both in law and in equity, that Debtor now has or may hereafter acquire in the Real Estate or the Leased Premises, including, but not limited to all of Debtor's interest in any and all options to purchase the Leased Premises that Debtor may have or may hereafter acquire;
- 9. All easements, rights-of-way and rights now owned or hereafter acquired by Debtor used in connection with or as a means of access to the Real Estate or to the Leased Premises including all rights pursuant to any trackage agreement and all rights to the nonexclusive use of common drive entries, and all tenements, hereditaments and appurtenances of and to such easements rights-of-way and rights, and all water and water rights and shares of stock evidencing the same;
- 10. All interests of Debtor as lessor or sublessor (and similar interests) in and to all leases or subleases covering all or any portion of the Real Estate or the Leased Premises, now or hereafter existing or entered into, and all right, title and interest of Debtor under such leases and subleases, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;
- 11. All right, title and interest now owned or hereafter acquired by Debtor in and to any greater estate in the Real Estate or the Leased Premises;
- 12. All right, title and interest now owned or hereafter acquired by Debtor in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Real Estate or the Leased Premises, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Real Estate or the Leased Premises;
- 13. All rights and interests of Debtor in, to and under all plans, specifications, maps, surveys, studies, reports, permits, licenses, architectural, engineering and construction contracts, books of account, insurance policies and other documents, of whatever kind or character, relating to use, construction upon, occupancy, leasing, sale or operation of the Real Estate or the Leased Premises; and

14. All of the estate, interest, right, title, other claim or demand, both in law and in equity, including claims or demands with respect to the proceeds of insurance, that Debtor now has or may hereafter acquire in the Real Estate or the Leased Premises, and other proceeds from sale or disposition of real or personal property hereby secured that Debtor now has or may hereafter acquire and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu of eminent domain, of the whole or any part of the Real Estate or the Leased Premises, including any award resulting from a change of grade of streets and any award for severance damages.


  
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**EXHIBIT A  
TO  
UCC-1 FINANCING STATEMENT**

**LEASES**

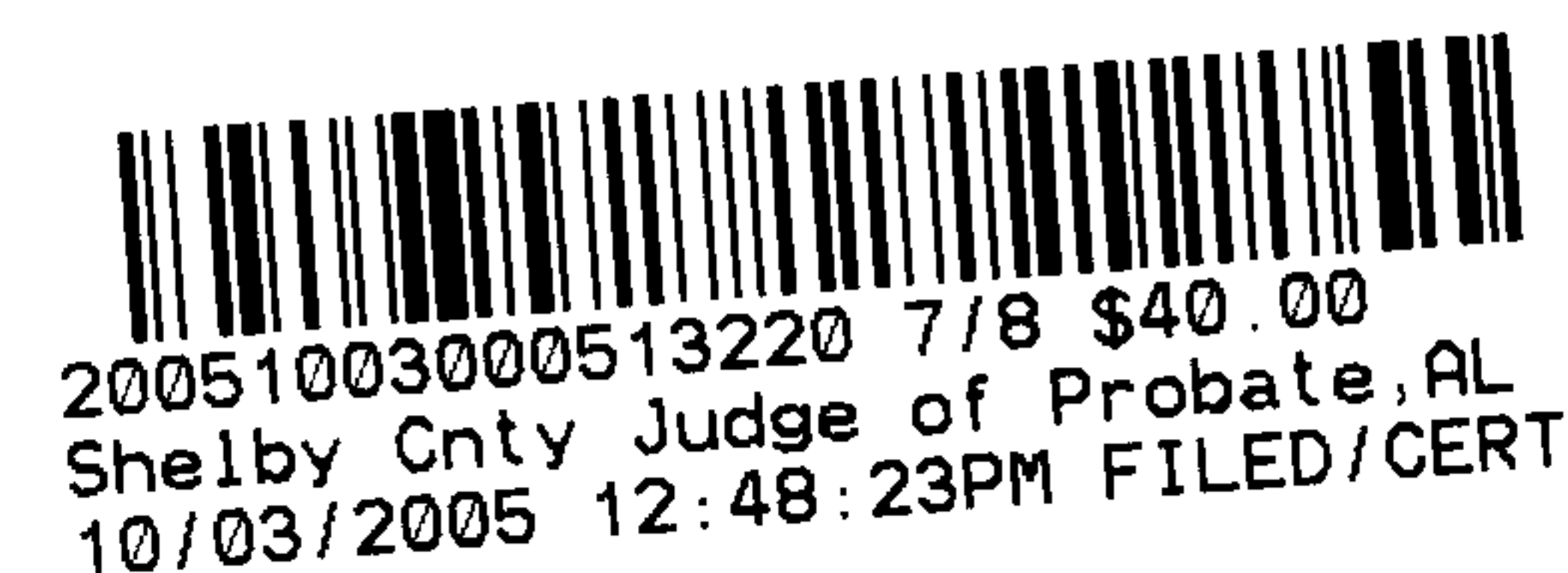
Lease by and between the Industrial Development Board of the Town of Vincent and Dewberry Engraving Company of Alabama, Inc., dated April 1, 1971, and recoded in Volume 268, Page 361; assigned and assumed by Monumental Life Insurance Company by instrument dated January 6, 1995 and recorded as Exhibit A to Instrument #1996-03356; and further amended and assumed by E & T Realty Company, an Alabama General Partnership, by instrument dated August 29, 1995, and recorded in Instrument #1996-03356, and memorandum of understanding and Second Amendment to Lease recorded in Instrument # 1997-28034. Said lease was assigned by that Assignment of Leasehold Interest from E & T Realty Company to SouthHall of Hoover, LLC, dated January 22, 1999, and recorded March 9, 1999, as Instrument No. 1999-09711.

  
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**EXHIBIT B**  
**TO UCC-1 FINANCING STATEMENT**

SHELBY COUNTY, ALABAMA  
LEGAL DESCRIPTION



PARCEL I:

A part of Lot 1, Dewberry's Subdivision, as recorded in Map Book 9, Page 11, in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Begin at the Southwest corner of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, said point being on the West line of said Lot 1, Dewberry's Subdivision; thence from the West line of said 1/4-1/4 section turn an angle of 29 degrees 08 minutes to the right in a Northeasterly direction and run 695.72 feet to a point; thence 95 degrees 21 minutes to the right in a Southeasterly direction a distance of 108.82 feet to a point; thence 51 degrees 00 minutes 30 seconds to the left in a Northeasterly direction a distance of 145.36 feet to a point; thence 18 degrees 46 minutes 45 seconds to the right in an Easterly direction a distance of 78.28 feet to a point; thence 20 degrees 07 minutes 42 seconds to the left in a Northeasterly direction a distance of 70.31 feet to a point; thence 38 degrees 51 minutes to the left in a Northeasterly direction a distance of 143.16 feet to a point on the Southwesterly right of way line of U.S. Highway No. 280; thence 92 degrees 59 minutes 54 seconds to the right in a Southeasterly direction along said right of way line a distance of 41.53 feet to a point; thence 79 degrees 04 minutes 30 seconds to the right in a Southwesterly direction a distance of 69.37 feet to the P.C. (point of curve) of a curve to the right having a radius of 167.05 feet and a central angle of 67 degrees 25 minutes; thence Southwesterly along the arc of said curve a distance of 196.55 feet to the P.T. (point of tangent) of said curve; thence Westerly in the tangent to said curve a distance of 50.00 feet to the P.C. (point of curve) of a curve to the left having a radius of 250.52 feet and a central angle of 41 degrees 05 minutes 04 seconds; thence Southwesterly along the arc of said curve a distance of 179.63 feet to the P.C.C. (point of compound curve) of a curve to the left having a radius of 160.00 feet and a central angle of 22 degrees 42 minutes 25 seconds; thence Southwesterly along the arc of said curve a distance of 63.41 feet to a point; thence 108 degrees 34 minutes 46 seconds to the left (angle measured to tangent) in a Southeasterly direction a distance of 142.71 feet to a point; thence 38 degrees 15 minutes to the right in a Southeasterly direction a distance of 304.00 feet to a point; thence 70 degrees 30 minutes to the right in a Southwesterly direction a distance of 1016.00 feet to a point; thence 90 degrees 00 minutes to the right in a Northwesterly direction a distance of 237.32 feet to a point on the West line of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of said Section 36; thence 60 degrees 52 minutes to the right in a Northerly direction along the West line of said 1/4-1/4 section a distance of 572.42 feet to the point of beginning. Situated in the Probate Office of Shelby County, Alabama.

PARCEL II:

A part of Lot 1, Dewberry's Subdivision, as recorded in Map Book 9, Page 11, in the Probate Office of Shelby county, Alabama, being more particularly described as follows:

Being at the Southwest corner of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, said point being on the West line of said Lot 1, Dewberry's Subdivision; thence North along the West line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section a distance of 653.70 feet to a point; thence 119 degrees 08 minutes to the right in a Southeasterly direction a distance of 218.25 feet to a point; thence 11 degrees 19 minutes to the left in a Southeasterly direction a distance of 101.98 feet to a point; thence 101 degrees 19 minutes to the right in a Southwesterly direction a distance of 591.01 feet to a point of beginning.



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