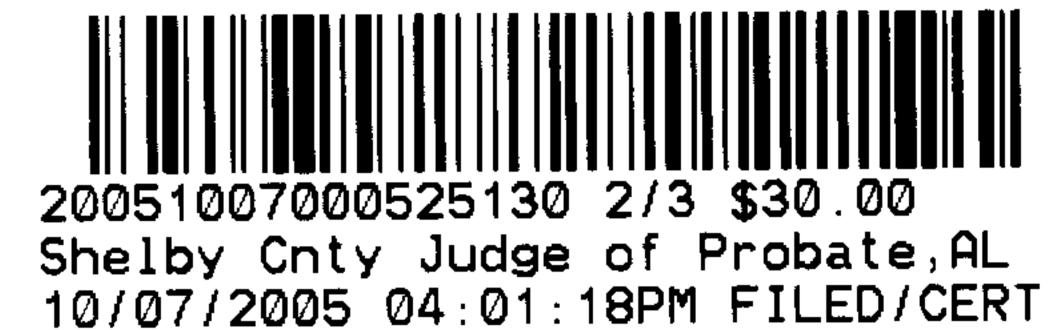


UCC FINANCING STATEMENT

A. NAME & PHONE OF CONTACT AT FILER [optional] Crystal Parker 205-802-1122 ext 320 B. SEND ACKNOWLEDGMENT TO: (Name and Address) Martin G. Woosley, Esq. Martin, Rawson & Woosley, P.C. #2 Metroplex Drive, Suite 102 Birmingham, AL 35209					
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Martin G. Woosley, Esq. Martin, Rawson & Woosley, P.C. #2 Metroplex Drive, Suite 102					
Martin G. Woosley, Esq. Martin, Rawson & Woosley, P.C. #2 Metroplex Drive, Suite 102					
Martin, Rawson & Woosley, P.C. #2 Metroplex Drive, Suite 102					
Martin, Rawson & Woosley, P.C. #2 Metroplex Drive, Suite 102					
#2 Metroplex Drive, Suite 102					
Birmingham, AL 35209					
	THE	ABOVE SPACE IS FOR FILING O	FFICE USE ONLY		
1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one of	debtor name (1a or 1b) - do not abbreviate or combine na	mes			
1a. ORGANIZATION'S NAME					
RESTORE PROPERTIES, LLC, an Alaban	na limited liability company				
1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX		
1c. MAILING ADDRESS	CITY	STATE POSTAL CO	DE COUNTRY		
245 Cahaba Valley Parkway, Suite 200	Pelham	Al 35124	USA		
1d. TAX ID #: SSN OR EIN ADD'L INFO RE 1e. TYPE OF ORG	ANIZATION 1f. JURISDICTION OF ORGANIZATION	ON 1g. ORGANIZATIONAL	1g. ORGANIZATIONAL ID #, if any		
ORGANIZATION 111C	Alabama	1			
			NONE		
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - 2a. ORGANIZATION'S NAME	insert only one debtor name (2a or 2b) - do not abbreviate	e or combine names			
OR 2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	MIDDLE NAME		
		IAUDOFF IAVIALE	SUFFIX		
2- MAN INC ADDDECC					
2c. MAILING ADDRESS	CITY	STATE POSTAL CO	DE COUNTRY		
2d. TAX ID #: SSN OR EIN ADD'L INFO RE 2e. TYPE OF ORG	ANIZATION 2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL	ID #, if any		
DEBTOR		j	NONE		
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNE	E of ASSIGNOR S/P) - insert only one secured party nam	e (3a or 3b)			
3a. ORGANIZATION'S NAME					
Protective Life Insurance Company					
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX		
3c. MAILING ADDRESS	CITY	STATE POSTAL COL	DE COUNTRY		
2801 Highway 280 South	Birmingham	AL 35226	USA		
4. This FINANCING STATEMENT covers the following collateral:					

All of the equipment, fixtures, contract rights, general intangibles and tangible 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 A attached hereto located on the real property described in Exhibit A attached hereto.

5. ALTERNATIVE DESIGNATION [if applicable]:			/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed ESTATE RECORDS. Attach Addendum	[for record] (or recorded)	in the REAL [if applicable]	7. Check to REC	UEST SEARCH REPOR	RT(S) on Debtor(s) [optional]	All Debtors	Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA							
Shelby County, Alabama							



SCHEDULE A

All interest of Debtor, whether now owned or hereafter acquired, in the rights, interests and personal property (collectively referred to as the "personal property") of any kind or nature whatsoever, whether tangible or intangible, whether or not any of such personal property is now or becomes a "fixture" or attached to the real estate described in Exhibit A, which is used or will be used in the construction of, or is or will be placed upon, or is derived from or used in connection with, the maintenance, use, occupancy or enjoyment of the said real estate and any improvements located thereon, including, without limitation, all accounts, documents, instruments, chattel paper, equipment, general intangibles, inventory, all plans and specifications, contracts and subcontracts for the construction, reconstruction or repair of the improvements located on said real estate, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, rents, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit, policies and proceeds of insurance, any award of payment or compensation payable on account of any condemnation or other taking for public or private use of the said real estate or any improvements located thereon, motor vehicles and aircraft, together with all present and future attachments, accretions, accessions, replacements and additions thereto and products and proceeds thereof.

All leases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to all or any portion of the said real estate, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, and all rents, royalties, issues, profits, revenue, income and other benefits of the said real estate and improvements thereon arising from the use or enjoyment thereof or from any leases, including, without limitation, cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether said cash or securities are to be held until the expiration of the terms of the said leases or applied to one or more of the installments of rent coming due.

All profits and sales proceeds, including, without limitation, earnest money and other deposits, now or hereafter becoming due by virtue of any contract or contracts for the sale of any interest of Debtor in the said real estate or improvements located thereon; and

All property in which a security interest may be created pursuant to the Uniform Commercial Code (or any similar laws) of the state in which the real estate described in Exhibit A is located, including (inter alia) all fructus naturales, fructus civiles, and fructus industriales.

Without limiting the foregoing, all fixtures, machinery, equipment, office equipment and machines, inventory, farm products, vehicles and conveyances (including, without limitation, tractors, mowers, sweepers, snow removers, and other similar equipment), construction materials, building supplies, and articles of personal property (whether or not actually located on the real estate); including, but not limited to: heating, ventilating, humidifying and dehumidifying, air conditioning, laundry (including, without limitation, washers and dryers), incinerating, safety, power, plumbing, cleaning, fire prevention and fire extinguishing, and communications supplies, equipment, systems, and apparatus, lamps, chandeliers, and other lighting equipment and fixtures, vacuum cleaning systems, furnaces, boilers, radiators, piping, and coal stokers, plumbing and bathroom fixtures, sprinkler and alarm systems, washtubs, tanks, sinks, gas and electric fixtures, awnings, screens, window shades, storm doors and windows, ducts and compressors, rugs, carpet and other floor coverings, shades and draperies, partitions, elevators, escalators, pumps, motors, engines, conduits, dynamos, refrigerators, stoves, ranges, freezers, incinerators, kitchen equipment and appliances, and all other appliances and fittings, cabinets, shelving and lockers, plants, shrubbery and all landscaping and planting materials, and indoor and outdoor furniture and furnishings; all logos, trademarks, trade names, service marks, good will, and similar property; all books and records, statements of account, operating statements, periodic reports, balance sheets, profit and loss statements, financial statements, checkbooks, deposit receipts, and all other business and financial records and statements of all kinds; all computer time, computer runs, computer software and services, computer programs, computer apparatus and computer hardware; all televisions, radios, receivers, recorders, cables, lines, apparatus and equipment of all kinds.

All personalty and other property described in the mortgage and security agreement or deed of trust and security agreement or deed to secure debt and security agreement executed by the Debtor in favor of or for the benefit of Secured Party.

All proceeds (including claims thereto or demands therefor) of the conversion, voluntary or involuntary, permitted or otherwise, of any of the foregoing into cash or liquidated claims.

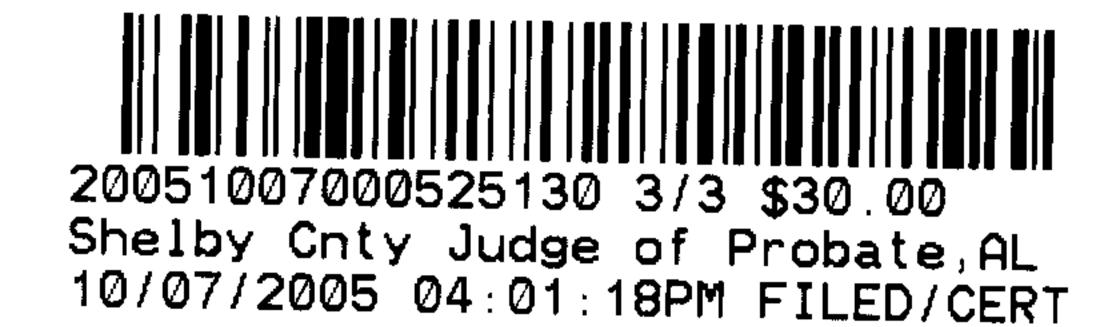


EXHIBIT A

Part of Block 2, Cahaba Valley Park North, a map of which is recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 13, Page 140, being more particularly described as follows:

Beginning at the northwest corner of said Block 2 and being marked by an existing iron rebar set by Weygand, run in an easterly direction along the north line of said Block 2 for a distance of 568.66 feet to an existing #5 iron rebar; thence turn an angle to the right of 89°59'39" and run in a southerly direction for a measured distance of 299.92 feet to an existing capped iron rebar set by Miller and being on the north right-of-way line of Cahaba Valley Parkway; thence turn an angle to the right of 89°59'03" and run in a westerly direction along the north right-of-way line of said Cahaba Valley Parkway for a distance of 73.40 feet to an existing iron rebar set by Weygand and being the point of beginning of a curve, said curve being concave in a southeasterly direction and having a central angle of 39°27'52" and a radius of 283.71 feet; thence turn an angle to the left and run in a westerly and southwesterly direction along the arc of said curve for a distance of 195.42 feet to an existing Miller capped rebar; thence turn an angle to the right (68°56'47" from the chord of last mentioned curved line) and run in a northwesterly direction for a measured distance of 481.86 feet, more or less, to the point of beginning.