

20051202000624000 1/4 \$32.00
Shelby Cnty Judge of Probate, AL
12/02/2005 10:15:39AM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	
James F. Burford, III 205-822-3433	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
James F. Burford, III Attorney at Law 1318 Alford Avenue, Suite 101 Birmingham, AL 35226	

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				
Lexington Parc Development, LLC				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
4880 Valleydale Road		Birmingham	AL	35242 USA
1d. TAX ID # SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		LLC	Alabama	<input 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				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
2200 Lakeshore Drive		Birmingham	AL	35209 USA

4. This FINANCING STATEMENT covers the following collateral:

See attached Exhibits A and B attached hereto and incorporated by reference herein.

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) (optional)		<input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2			
8. OPTIONAL FILER REFERENCE DATA						

EXHIBIT A
DESCRIPTION OF COLLATERAL

- (a) The Real Estate, together with all improvements, structures, buildings and fixtures now or hereafter situated thereon or therein (the "Improvements").
- (b) All permits, easements, licenses, rights-of-way, contracts, privileges, immunities, tenements and hereditaments now or hereafter pertaining to or affecting the Real Estate or the Improvements.
- (c)
 - (1) All leases, written or oral, and all agreements for use or occupancy of any portion of the Real Estate or the Improvements with respect to which Borrower is the lessor, including, but not limited to any existing leases (the "Existing Leases"), any and all extensions, modifications, amendments and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including, but not limited to, subleases thereunder, upon or covering the use or occupancy of all or any part of the Real Estate or the Improvements (all such leases, subleases, agreements and tenancies heretofore mentioned, including, but not limited to, the Existing Leases, being hereinafter referred to, collectively, as the "Leases");
 - (2) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;
 - (3) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which Borrower may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Real Estate or any of the Improvements, or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Real Estate or the Improvements, together with any and all rights and claims of any kind that Borrower may have against any such lessee under the Leases or against any subtenants or occupants of the Real Estate or any of the Improvements, all such moneys, rights and claims in this

paragraph described being hereinafter referred to as the "Rents"; provided, however, so long as no Event of Default has occurred, Borrower shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof); and

- (4) any award, dividend or other payment made hereafter to Borrower in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. Borrower hereby appoints Lender as Borrower's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment.
- (d) All materials, equipment, fixtures, tools, apparatus and fittings of every kind or character now owned or hereafter acquired by Borrower for the purpose of, or used or useful in connection with, the Real Estate or the Improvements, wherever the same may be located, including, without limitation, all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, nails, wires, wiring, engines, boilers, furnaces, tanks, motors, generators, switchboards, elevators, escalators, plumbing, plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, carpets, rugs, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, and all other building materials, equipment and fixtures of every kind and character used or useful in connection with the Real Estate or the Improvements.
- (e) All proceeds (including, but not limited to, insurance proceeds) and products of any of the foregoing, or any part thereof.
- (f) Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to Lender, or in which Lender is granted a security interest, as and for additional security hereunder by Borrower, or by anyone on behalf of, or with the written consent of, Borrower.

The term "Real Estate" as used is this Exhibit A is described in Exhibit B, attached hereto and incorporated herein by this reference.

File No: BHM0505300



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EXHIBIT "B"

Begin at the SE corner of Section 2, Township 22 South, Range 3 West, Shelby County, Alabama; thence North 89 degrees 45 minutes 44 seconds West along the South line of said section for a distance of 2584.75 feet; thence North 01 degree 11 minutes 00 seconds West for a distance of 150.05 feet; thence North 01 degree 29 minutes 41 seconds West for a distance of 146.99 feet; thence South 89 degrees 37 minutes 41 seconds West for a distance of 303.02 feet to the easterly right of way line of Alabama Highway 119; thence North 04 degrees 46 minutes 20 seconds West along said right of way line for a distance of 499.91 feet; thence North 87 degrees 57 minutes 41 seconds East and leaving said right of way for a distance of 2000.46 feet; thence North 02 degrees 21 minutes 50 seconds West for a distance of 556.36 feet; thence North 87 degrees 43 minutes 59 seconds East for a distance of 900.18 feet; thence South 02 degrees 21 minutes 50 seconds East for a distance of 1467.31 feet to the POINT OF BEGINNING.

According to the survey of Rodney Shiflett, dated July 20, 1999.

LESS AND EXCEPT

Commence at the Southeast corner of Section 2, Township 22 South, Range 3 West; thence run West along the South line of said Section 2 for 2333.78 feet; thence turn an angle to the right of 84 degrees 59 minutes 24 seconds and run North for 300.55 feet to the point of beginning; thence continue along the last described course for 415.40 feet; thence turn an angle to the left of 87 degrees 15 minutes 59 seconds and run West for 534.95 feet to a point on the East right of way Alabama Highway No. 119; thence turn an angle to the left of 92 degrees 44 minutes 01 seconds and run South along the East right of way for 399.80 feet; thence turn an angle to the left of 85 degrees 35 minutes 59 seconds and run East for 535.92 feet to the point of beginning.

According to the survey of Steven H. Gay, RLS#17522, dated January 9, 2002.