

Jenny G. Pair (20) Jenny G. Pair Bradley Aran 1819 Fifth Aran Birmingham	SNTACT AT FILE 5) 521-8345 MENT TO: (Name of the Rose & Worth wenue North)	R [optional] e and Address) hite LLP				
			THE	ABOVE SPACE IS FO	R FILING OFFICE US	EONLY
DEBTOR'S EXACT FU 1a. ORGANIZATION'S NA	<u> </u>	insert only <u>one</u> debtor name (la or 1b) - do not abbreviate or combine names			
		•				
R MJH Properties, LLC 1b. INDIVIDUAL'S LASTNAME			FIRST NAME	MIDDLE	MIDDLE NAME	
. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
One Riverchase Ridge			Birmingham	AL	35244	
SEEINSTRUCTIONS	ADD'L INFO RE 1e. TYPE OF ORGANI ORGANIZATION				NIZATIONAL ID #, if any	
	DEBTOR	LLC	Alabama		73-722	NONE
2a. ORGANIZATION'S NA	,	LEGAL NAME - insert on	ly <u>one</u> debtor name (2a or 2b) - do not abbreviat	te or combine names		
2b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE	MIDDLE NAME	
. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
SEEINSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZAT	ON 2f. JURISDICTION OF ORGANIZATI	ION 2g. ORG	ANIZATIONAL ID #, if any	NONE
		TOTAL ASSIGNEE of ASSIG	NOR S/P) - insert only <u>one</u> secured party name (3:	a or 3b)		
3a. ORGANIZATION'S NA	AME					
BancorpSouth 3b. INDIVIDUAL'S LAST I	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	MIDDLE NAME	
. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
211 Highland Ave	enue South		Birmingham	AL	35205	
		ached Exhibit B in Shelby County, Ala		2006		-,420C
This document is for the second of the secon			ortgage and Security Agreem CONSIGNEE/CONSIGNOR BAILEE/E	ent filed in Book	L, Page	

Shelby County, AL MJH Properties (B3105-86546)

8. OPTIONAL FILER REFERENCE DATA

20060825000420060 2/5 \$34.00 Shelby Cnty Judge of Probate, AL 08/25/2006 02:47:15PM FILED/CERT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT 9a. ORGANIZATION'S NAME MJH Properties, LLC MIDDLE NAME, SUFFIX 9b. INDIVIDUAL'S LAST NAME FIRST NAME 10. MISCELLANEOUS: THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 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 SUFFIX 11b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME STATE COUNTRY CITY POSTAL CODE 11c. MAILING ADDRESS 11g. ORGANIZATIONAL ID #, if any 11e. TYPE OF ORGANIZATION 11d. SEEINSTRUCTIONS ADD'L INFO RE 11f. JURISDICTION OF ORGANIZATION ORGANIZATION NONE DEBTOR ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b) 12a. ORGANIZATION'S NAME 12b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX POSTAL CODE 12c. MAILING ADDRESS CITY STATE COUNTRY 13. This FINANCING STATEMENT covers 16. Additional collateral description: timber to be cut or as-extracted collateral, or is filed as a fixture filing. 14. Description of real estate: See Exhibit "A" 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): 17. Check <u>only</u> if applicable and check <u>only</u> 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

UCC FINANCING STATEMENT ADDENDUM

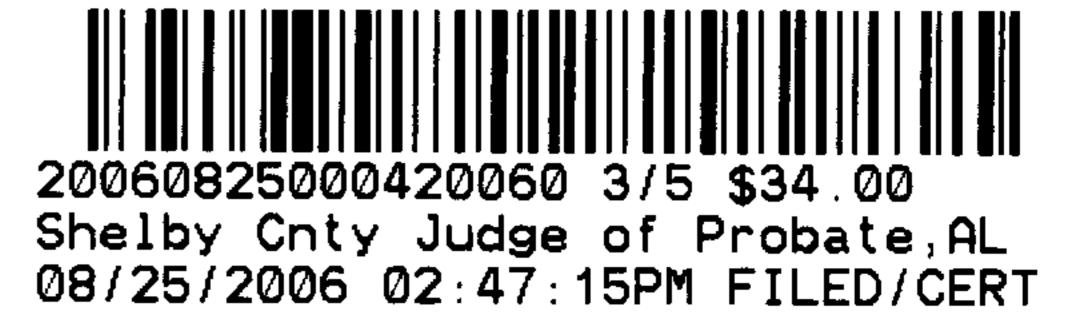


EXHIBIT "A" TO UCC-1 FINANCING STATEMENT BY AND BETWEEN MJH PROPERTIES, LLC, AS DEBTOR, AND BANCORPSOUTH, AS SECURED PARTY

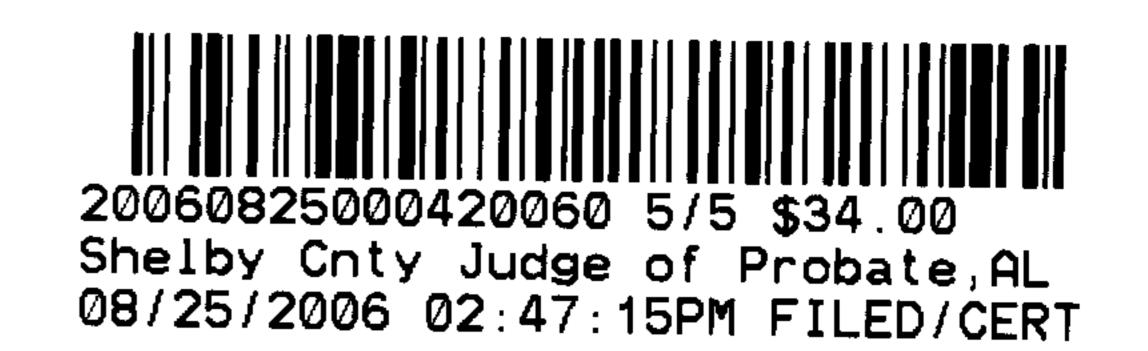
Lots 1-A and 1-B, according to the Resurvey of Lot 1 of a Resurvey of Southwood Office Park, as recorded in Map Book 28, Page 22, in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama.

20060825000420060 4/5 \$34.00 Shelby Cnty Judge of Probate, AL

EXHIBIT "B" Shelby Cnty Judge of Probate, AL 08/25/2006 02:47:15PM FILED/CERT BY AND BETWEEN MJH PROPERTIES, LLC, AS DEBTOR, AND BANCORPSOUTH, AS SECURED PARTY

<u>COLLATERAL COVERED</u>. This Financing Statement covers all of Debtor's right, title and interest in and to the following property whether now owned or hereafter at any time acquired, and including all replacements, additions, accessions, substitutions, and products thereto (which together with the Real Estate, as herein defined, is referred to herein, as the Collateral):

- (a) All estate, right, title, and interest of Debtor in and to those tracts or parcels of land particularly described in <u>Exhibit A</u> attached hereto and made a part hereof (the "Real Estate"); and
- (b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Real Estate, and all fixtures, machinery, equipment, furniture, furnishings, and personal property of every nature whatsoever now or hereafter owned by the Debtor and located in, on, or used solely or intended to be used solely in connection with or with the operation of said property, buildings, structures, or other improvements, including all extensions, additions, improvements, betterment, renewals and replacements to any of the foregoing; and
- All building materials, fixtures, attachments, appliances, equipment, fittings and tangible personal property owned by the Debtor and now or at any time hereafter located on or at the real estate more particularly described on the Real Estate and used or useful in connection with the operation of the retail center operated thereon including, but not limited to, all goods, machinery, tools, insurance proceeds, equipment (and including but not limited to fire sprinklers and alarm systems and equipment for air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance), office and all other indoor or outdoor furniture, wall safes, furnishings, appliances, inventory, rugs, carpets and other floor covering, draperies and drapery rods and brackets, awnings, window shades, and other lighting fixtures and office maintenance and other supplies, and all other articles belonging to the Debtor or leased to the Debtor that are now or hereafter located in the buildings or on the grounds of the Real Estate, and any additions, substitutions or accessions thereto. Provided, however, that with respect to those items which are leased and not owned by Debtor, this security interest covers the leasehold interest only of Debtor, together with any options to purchase any of said items and any additional or greater rights with respect to such items which Debtor may hereafter acquire.
- (d) Proceeds and products of all of the foregoing the Real Estate and other real and personal property.



All easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditament, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, possession, claim, and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, including but not limited to:

- (a) All rents, profits, issues, and revenues of the Collateral from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Debtor, however, so long as Debtor is not in default hereunder, the right to receive and retain the rents, issues, and profits thereof; and
- (b) All judgments, awards of damages, and settlements hereafter made resulting from condemnation proceedings or the taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets; and
- (c) All Debtor's right in and to all permits, service and maintenance agreements, or any other contracts or agreements relating to the operation of the retail center on the Real Estate.