

UCC FINANCING STATEMENT

FOLLOW INSTRUCTION	S (front and back) CAREFULLY						
A. NAME & PHONE OF C	ONTACT AT FILE	R [optional]						
Marjorie O. Dabbs,	Esq. 205-824	-8248						
B. SEND ACKNOWLEDG	MENT TO: (Nan	ne and Address)						
		— ~						
King, Drumm								
ATTENTION								
100 Centervie	•	te 180						
Birmingham,	AL 35216							
			THE ABOVE	SDACE IS EC	ND EIL ING OFFICE HE	SE ONI V		
				SPACE IS FU	R FILING OFFICE US	SE ONL 1		
1. DEBTOR'S EXACT F		E - insert only one debtor name (1a	or 1b) - do not abbreviate or combine names	· · · · · · · · · · · · · · · · · · ·				
Shelby 39, LLC OR 16. INDIVIDUAL'S LAST			FIDOT NAME	IMPOLE	MIDDLE NAME			
TD. INDIVIDUAL S LAST	NAME		FIRST NAME	MIDDLE	MIDDLE NAME			
				OTATE	IDOCTAL CODE	COLINTEN		
1c. MAILING ADDRESS	4		CITY	STATE	POSTAL CODE	COUNTRY		
1236 Blue Ridge Blv	/d.		Birmingham	AL	35226	USA		
	ADD'L INFO RE ORGANIZATION	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORG	ANIZATIONAL ID #, if any	!		
	DEBTOR	limited liability co.	Alabama			NONE		
2. ADDITIONAL DEBTO	R'S EXACT FULL	LEGAL NAME - insert only one of	lebtor name (2a or 2b) - do not abbreviate or com	bine names				
2a. ORGANIZATION'S N						,,,, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
OR 2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	MIDDLE NAME				
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY		
ADD'L INFO RE 2e. TYPE OF ORGANIZATION ORGANIZATION			2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any				
	DEBTOR					NONE		
3. SECURED PARTY'S 3a. ORGANIZATION'S N	,,,,,	of TOTAL ASSIGNEE of ASSIGNOR	S/P) - insert only one secured party name (3a or	3b)				
CapitalSouth Bank			TOOT NAME	JA ALD DE C	MIDDLE NAME SUFFIX			
OR 3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	MIDDLE NAME				
					<u> </u>			
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY		
2340 Woodcrest Place			Birmingham	AL	35209	USA		
4. This FINANCING STATEM	ENT covers the follow	ving collateral:						
All of the equipm	ent fivtures	contract rights general i	intangibles and tangible personal	nronerty of	fevery nature nov	w owned or		
* *	•	Q	ty described on EXHIBIT A attac		•			
•	•	• • •	her property set forth on SCUED					

additions, replacements and proceeds thereof and all other property set forth on SCHEDULE A attached hereto relating to the real property described on EXHIBIT A and located thereon.

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

200702050000052870 2/5 \$34.00 Shelby Cnty Judge of Probate, AL 02/05/2007 01:34:50PM FILED/CERT

JCC FINANCING STATE					
FOLLOW INSTRUCTIONS (front and bags) 9. NAME OF FIRST DEBTOR (1a or 11)		TATEMENT			
9a. ORGANIZATION'S NAME					
OR SHELBY 39, LLC					
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX			
0.MISCELLANEOUS:					
		THE	E ABOVE SPACE	IS FOR FILING OFFIC	CE USE ONLY
	ULL LEGAL NAME - insert only or	ne name (11a or 11b) - do not abbreviate or com			
11a. ORGANIZATION'S NAME					
11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	NAME	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
ADD'L INFO R	E 11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11- 00	CANIZATIONAL ID # if	
ORGANIZATION			jiig. OK t	GANIZATIONAL ID#, if ar	
2. ADDITIONAL SECURED PART	TY'S or ASSIGNOR S/F	P'S NAME - insert only <u>one</u> name (12a or 12b	b)		INON
12a. ORGANIZATION'S NAME					
R 12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	NAME	SUFFIX
120. INDIVIDUAL S EAST INAINE				MIDDLE NAME	
: MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
3. This FINANCING STATEMENT covers collateral, or is filed as a fixture filing.	<u>. </u>	d 16. Additional collateral description:			
4. Description of real estate:					
SEE ATTACHED EXHIB	T A				
 Name and address of a RECORD OWNER (if Debtor does not have a record interest): 	of above-described real estate				
		17. Check only if applicable and check on	ly one box.		
		Debtor is a Trust or Trustee acti		roperty held in trust or	Decedent's Estate
		18. Check <u>only</u> if applicable and check <u>on</u>			
		Debtor is a TRANSMITTING UTILITY			
		Filed in connection with a Manufacture			
		Filed in connection with a Public-Final	nce Transaction — e	ffective 30 years	

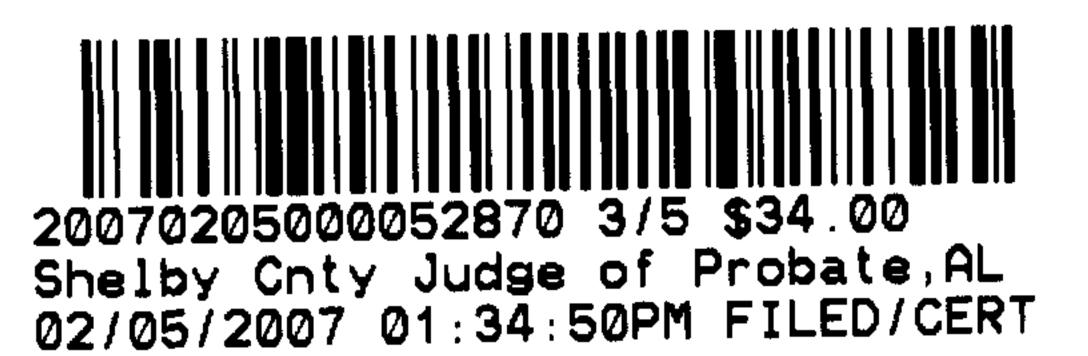


EXHIBIT A Legal Description

PARCEL II:

A parcel of land situated in part of the Northeast quarter of Section 18, Township 20 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of the Northeast quarter of said Section 18 and run in an Easterly direction along the North line for a distance of 1418.06 feet; thence leaving said North line, turn an interior angle of 133 degrees 43 minutes 21 seconds to the left a distance of 41.40 feet; thence turn an interior angle of 190 degrees 53 minutes 40 seconds to the left and run in a Southeasterly direction for a distance of 43.72 feet; thence turn an interior angle of 177 degrees 37 minutes 36 seconds to the left and run in a Southeasterly direction for a distance of 60.65 feet; thence turn an interior angle of 175 degrees 19 minutes 45 seconds to the left and run in a Southwesterly direction for a distance of 53.67 feet; thence turn an interior angle of 175 degrees 03 minutes 08 seconds to the left and run in a Southeasterly direction for a distance of 48.34 feet; thence turn an interior angle of 169 degrees 17 minutes 25 seconds to the left and run in a Southwesterly direction for a distance of 10.96 feet, thence turn an exterior angle of 153 degrees 47 minutes 04 seconds to the right and run a Southeasterly direction for a distance of 53.80 feet; thence turn an interior angle of 194 degrees 15 minutes 34 seconds to the left and run in an Easterly direction for a distance of 103.79 feet; thence turn an interior angle of 161 degrees 18 minutes 00 seconds to the left and run in a Southeasterly direction for a distance of 94.61 feet; thence turn an interior angle of 197 degrees 33 minutes 05 seconds to the left and run in a Southeasterly direction for a distance of 42.63 feet; thence turn an interior angle of 170 degrees 28 minutes 41 seconds to the left and run in a Southeasterly direction for a distance of 73.62 feet; thence turn an interior angle of 158 degrees 36 minutes 41 seconds to the left and run in a Southeasterly direction for a distance of 91.00 feet; thence turn an interior angle of 198 degrees 14 minutes 39 seconds to the left and run in a Southeasterly direction for a distance of 130.65 feet; thence turn an interior angle of 161 degrees 55 minutes 26 seconds to the left and run in a Southeasterly direction for a distance of 125.33 feet to a point on the Westernmost right of way line of Old Chelsea Road (80' right of way); thence turn an interior angle of 110 degrees 10 minutes 55 seconds to the left and run in a Southeasterly direction along said right of way for a distance of 285.83 feet; thence turn an interior angle of 177 degrees 31 minutes 36 seconds to the left and run in a Southwesterly direction along said right of way for a distance of 94.54 feet; thence turn an interior angle of 174 degrees 59 minutes 49 seconds to the left and run in a Southwesterly direction along said right of way for a distance of 93.10 feet; thence turn an interior angle of 170 degrees 44 minutes 26 seconds to the left and run in a

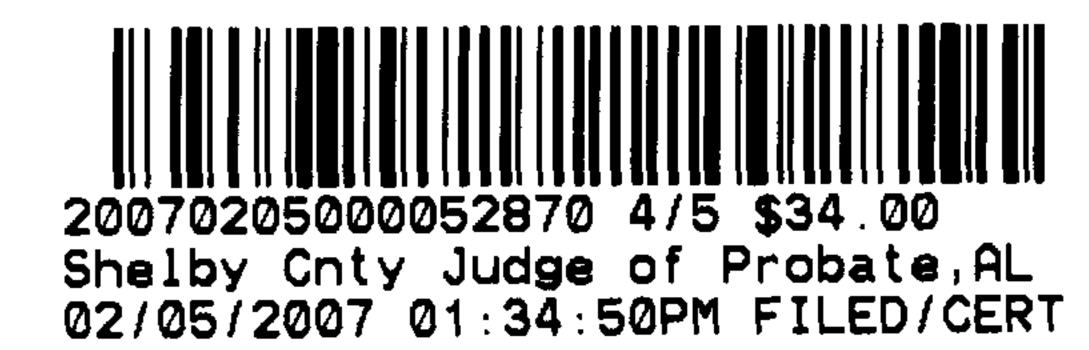
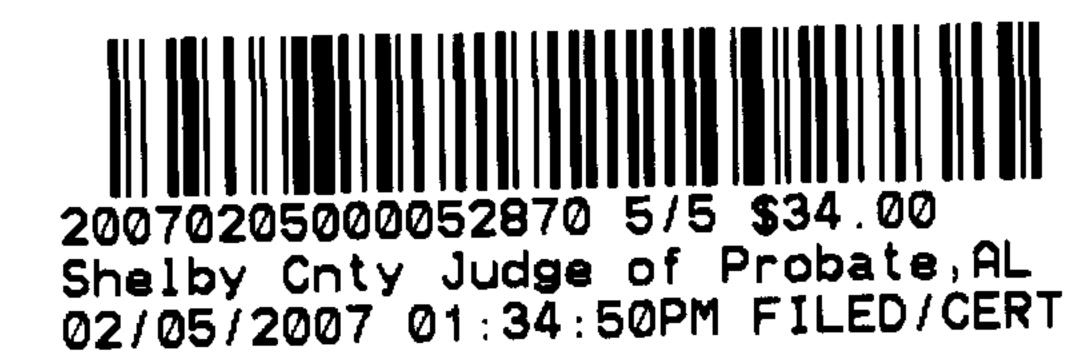


Exhibit A - continued

Southwesterly direction along said right of way for a distance of 94.40 feet; thence turn an interior angle of 169 degrees 09 minutes 49 seconds to the left and run in a Southwesterly direction along said right of way for a distance of 106.84 feet; thence turn an interior angle of 172 degrees 39 minutes 22 seconds to the left and run in a Southwesterly direction along said right of way for a distance of 157.29 feet; thence turn an interior angle of 184 degrees 36 minutes 02 seconds to the left and run in a Southwesterly direction along said right of way for a distance of 95.41 feet; thence turn an interior angle of 193 degrees 10 minutes 10 seconds to the left and run in a Southwesterly direction along said right of way for a distance of 71.51 feet; thence turn an interior angle of 188 degrees 21 minutes 20 seconds to the left and run in a Southwesterly direction along said right of way for a distance of 72.53 feet; thence leaving said right of way, turn an interior angle of 127 degrees 15 minutes 23 seconds to the left and run in a Westerly direction for a distance of 127.62 feet; thence turn an exterior angle of 179 degrees 44 minutes 56 seconds to the right and run in a Westerly direction for a distance of 1328.25 feet to a point on the West line of said Northeast quarter; thence turn an interior angle of 90 degrees 54 minutes 13 seconds to the left and run in a Northerly direction along said West line for a distance of 1305.75 feet to the POINT OF BEGINNING.



SCHEDULE A

All interest of Debtor in 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 (including electronic chattel paper and tangible chattel paper), general intangibles (including payment intangibles and software), goods (including consumer goods, inventory, equipment, and farm products), letter-of-credit rights and deposit accounts (as those terms are defined in the Uniform Commercial Code as now adopted or amended from time to time in the State), 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, 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 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.