

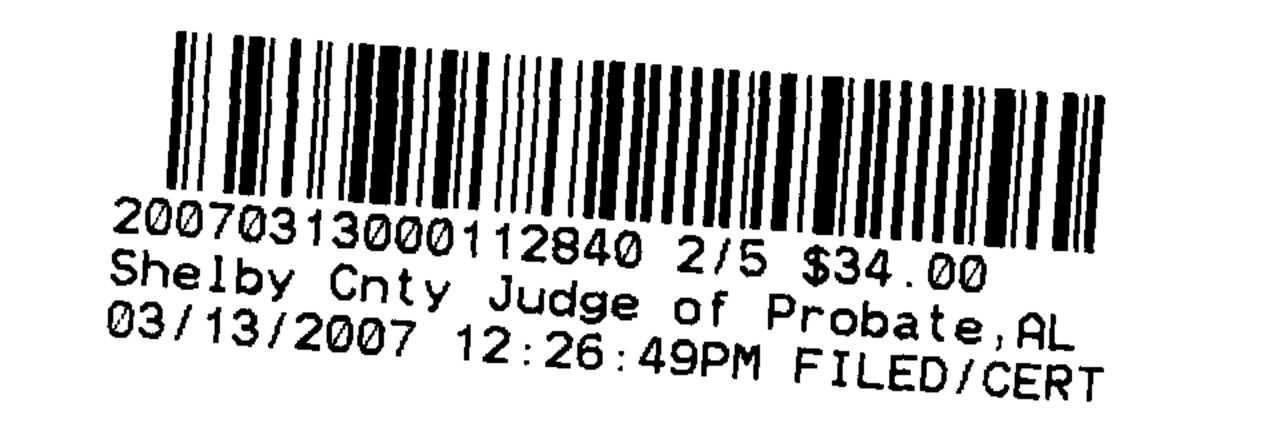
UCC FINANCING						
	S (front and back) CAREFULLY ONTACT AT FILER [optional]					
Liz Corrigan (a) 20						
	VENT TO: (Name and Address)					
r	,, <u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>		——————————————————————————————————————			
Liz Corrigar						
Burr & Forn						
3100 Wacho						
420 North 20						
	, Alabama 35203					
1	, i kidodilia oomoo					
				E SPACE IS FO	R FILING OFFICE U	SEONLY
1. DEBTOR'S EXACT FU 1a. ORGANIZATION'S NA	LL LEGAL NAME - insert only one det	otor name (1a or 1b) - do not abbreviate or combine names			
OR 16. INDIVIDUAL'S LASTN	es, L.L.C.		TELECT ALABATE			TOUTERNA
TO INDIVIDUAL STASTIN	AIVIE		FIRST NAME	MIDDLE	NAME	SUFFIX
4 144 1110 4 5 5 5 5 6 6						
1c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
100 Applegate Cou			Pelham	AL	35124	USA
1d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE 1e. TYPE OF OR ORGANIZATION	GANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORG	ANIZATIONAL ID #, if any	
	DEBTOR lim. liab.	company	Alabama			NONE
		- insert only <u>one</u> c	lebtor name (2a or 2b) - do not abbreviate or cor	nbine names		
2a. ORGANIZATION'S NA	ME					
OR		·				SUFFIX
OR 2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	MIDDLE NAME		
		— <u></u>	<u></u>			
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY	
		<u>-</u>				
2d. SEEINSTRUCTIONS	ADD'L INFO RE 2e. TYPE OF OR ORGANIZATION	GANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORG	ANIZATIONAL ID #, if any	/
	DEBTOR			j		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 NA	ME					
Wachovia Bank	, National Association					
OR 36. INDIVIDUAL'S LAST I	IAME	· · · · · · · · · · · · · · · · · · ·	FIRST NAME	MIDDLE	NAME	SUFFIX
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
P.O. Box 2554			Birmingham	AL	35290	USA
4. This FINANCING STATEME	NT covers the following collateral:					

See Schedule A attached hereto for description of Collateral.

This financing statement is filed in connection with an Amended and Restated Mortgage and Security Agreement being filed simultaneously herewith, on which the appropriate mortgage tax has been paid.

Inst# 2007031300112820

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



CC FINANCING STATEMENT ADDENDUM LLOW INSTRUCTIONS (front and back) CAREFULLY					
NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STA	TEMENT				
9a. ORGANIZATION'S NAME					
L& E Properties, L.L.C.					
9b. INDIVIDUAL'S LAST NAME FIRST NAME	MIDDLE NAME, SUFFIX				
.MISCELLANEOUS:					
				S FOR FILING OFFICI	E USE ONLY
. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one n 11a. ORGANIZATION'S NAME	name (11a or 11b) - do not abbrevi	iate or combine names	,		
11b. INDIVIDUAL'S LAST NAME	FIRST NAME		MIDDLE NAME		SUFFIX
. MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY
SEEINSTRUCTIONS ADD'L INFO RE 11e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR	11f. JURISDICTION OF ORGAN	VIZATION	11g. ORG	SANIZATIONAL ID #, if any	
ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S	NAME - insert only <u>one</u> name	(12a or 12b)	<u>-</u>		
12b. INDIVIDUAL'S LAST NAME	FIRST NAME		MIDDLE NAME		SUFFIX
MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY
This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing. Description of real estate:	16. Additional collateral descri	ption:			
ee Exhibit A attached hereto for description of real state.					
Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):					
)				
	17. Check only if applicable an	 _			1
	Debtor is a Trust or	rustee acting with res	·	roperty held in trust or	Decedent's Es
	Debtor is a Trust or 18. Check only if applicable ar	rustee acting with res	·	roperty held in trust or	Decedent's E
	Debtor is a Trust or	rustee acting with res			Decedent's E

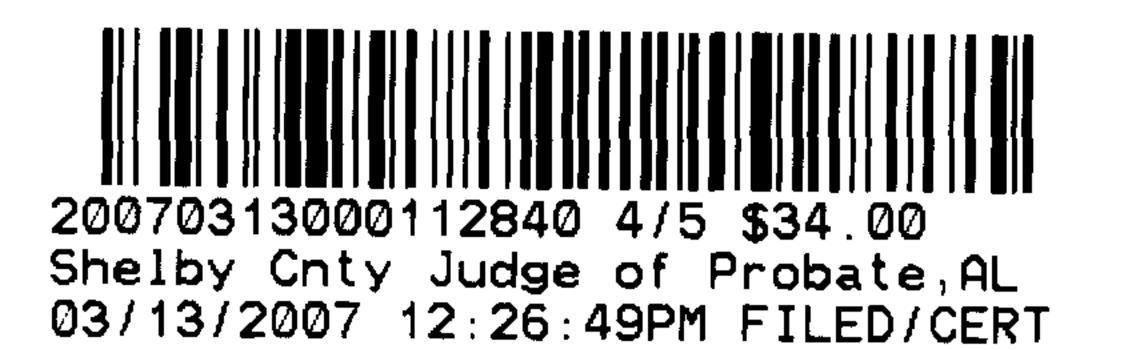
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SCHEDULE A

DESCRIPTION OF COLLATERAL

All of Debtor's right, title and interest in and to the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (hereinafter referred to collectively as the "Mortgaged Property"):

- (a) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described on Exhibit A attached hereto and made a part hereof (the "Land");
- (b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements");
- (c) All easements, rights of way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor;
- (d) All rents, issues, profits, revenues and proceeds of and from the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds, and all proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof), and all of 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; and
- (e) all leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property, and each modification, extension, renewal and guarantee thereof (collectively, the "Assigned Leases"), including, without limitation, all the rents, issues, and profits now due and which may



hereafter become due (collectively, the "Rents") under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Section 365 of the Bankruptcy Code, 11 U.S.C. § 365 (and any successor or replacement provision), including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under the Bankruptcy Code in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief.

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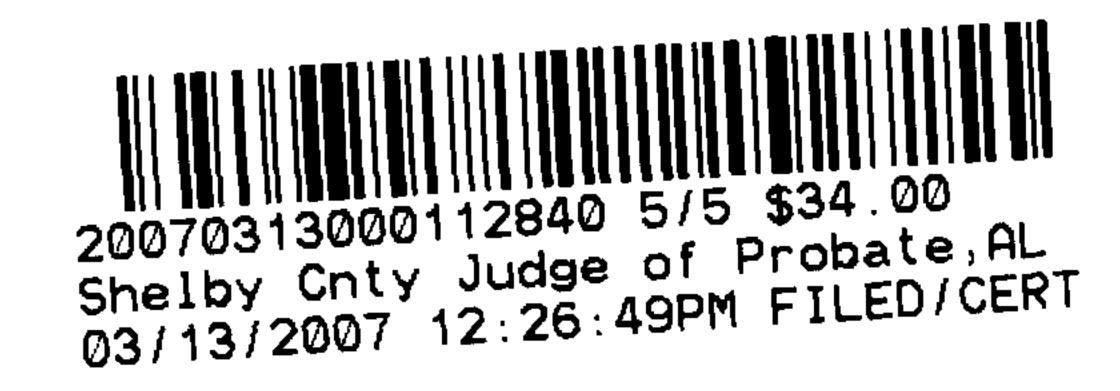


EXHIBIT A

The following described property situated in Shelby County, Alabama:

Lot 4-A, according to a Resurvey of Lots 3, 4, and 5 of Cambrian Valley Office Park, as recorded in Map Book 26, Page 125, in the Probate Office of Shelby County, Alabama.