	2007060100025
UCC FINANCING STATEMENT	2007033.12 Shelby Cnty J 06/01/2007 01

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Bradley Arant Rose & White LLP

A. NAME & PHONE OF CONTACT AT FILER [optional]

Nia Glaze (205) 521-8996

James Webb

One Federal Place

1819 Fifth Avenue North

Birmingham, AL 35203

1/5 \$34.00
20070601000256580 1/5 \$34.00 Probate, AL
Shelby Cnty Judge of Probate, AL Shelby Cnty Judge of Probate, AL 06/01/2007 01:57:22PM FILED/CERT

				SPACE IS FO	R FILING OFFICE US	SE ONLY
		E - insert only <u>one</u> debtor name (1a	or 1b) - do not abbreviate or combine names			
1a. ORGANIZATION'S						
GDG Investme					, , , , , , , , , , , , , , , , , , , 	
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME		SUFFIX	
1c. MAILING ADDRESS			CITY	STATE POSTAL CODE		COUNTRY
190 West Valley A	venue		Birmingham	AL	35209	U.S.A.
	ADD'L INFO RE	1e. TYPE OF ORGANIZATION	11. JURISDICTION OF ORGANIZATION	1g. ORG.	ANIZATIONAL ID #, if any	
	ORGANIZATION DEBTOR	LLC	Delaware	DE 39	99922	NON
2a. ORGANIZATION'S NAME 2b. INDIVIDUAL'S LAST NAME 2c. MAILING ADDRESS ADD'L INFO RE ORGANIZATION ORGANIZATION DEBTOR		CITY 2f. JURISDICTION OF ORGANIZATION	MIDDLE NAME STATE POSTAL CODE 2g. ORGANIZATIONAL ID #, if any		SUFFIX	
3. SECURED PARTY 3a. ORGANIZATION'S Regions Bank OR 3b. INDIVIDUAL'S LAS	NAME	of TOTAL ASSIGNEE of ASSIGNO	R S/P) - insert only <u>one</u> secured party name (3a or FIRST NAME	3b)	NAME	SUFFIX
3c. MAILING ADDRESS	<u> </u>	····	CITY	STATE	POSTAL CODE	COUNTRY
1900 5th Avenue North		Birmingham	AL	35203	U.S.A.	
4. This FINANCING STATE	EMENT covers the follow	ving collateral:				

			. <u> </u>			
5. ALTERNATIVE DESIGNATION	N [if applicable]: LESSEE/LES	SOR CONSIGNEE/CON	NSIGNOR BAILEE	BAILOR SELLER/BUYER	R AG. LIEN	NON-UCC FILING
This FINANCING STATEM ESTATE RECORDS. A	ENT is to be filed [for record] (or retach Addendum	corded) in the REAL 7. C	heck to REQUEST SEAF (DDITIONAL FEE)	RCH REPORT(S) on Debtor(s) [optional]	All Debtors	Debtor 1 Debtor 2
3. OPTIONAL FILER REFERENC	E DATA					
R0908-89219 filed wit	th the Judge of Probate	of Shelby County, A	L (fixture filing)			

See Schedule I attached hereto and made a part hereof for a description of the property covered hereby, some of which may be or

may become fixtures on the Real Estate described on Exhibit A attached hereto, of which the Debtor is the record owner.

JCC FINANCING STATEMENT ADDEN OLLOW INSTRUCTIONS (front and back) CAREFULLY		20070601000256580 2/5 \$34.00 Shelby Cnty Judge of Probate, AL 06/01/2007 01:57:22PM FILED/CER		
9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANG 9a. ORGANIZATION'S NAME	CING STATEMENT			
GDG Investments, LLC .				
9b. INDIVIDUAL'S LAST NAME FIRST NAME	MIDDLE NAME, SUFFIX			
10. MISCELLANEOUS:				
11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - inser		ABOVE SPACE IS FOR FILING OFFI	CE USE ONLY	
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS	CITY	STATE POSTAL CODE	COUNTRY	
1d. TAX ID #: SSN OR EIN ADD'L INFO RE 11e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR	ZATION 111. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if a	ny No	
2. ADDITIONAL SECURED PARTY'S or ASSIGNO 12a. ORGANIZATION'S NAME	OR S/P'S NAME - insert only <u>one</u> name (12a or 12b)			
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS	CITY	STATE POSTAL CODE	COUNTRY	
 This FINANCING STATEMENT covers timber to be cut or as-collateral, or is filed as a fixture filing. Description of real estate. 	extracted 16. Additional collateral description:			
See Exhibit A attached hereto and ma part hereof.	nade			
5. Name and address of a RECORD OWNER of above-described real estat (if Debtor does not have a record interest):	17. Check only if applicable and check only			

Debtor is a _____Trust or ____Trustee acting with respect to property held in trust_or ____Decedent's Estate

Filed in connection with a Manufactured-Home Transaction — effective 30 years

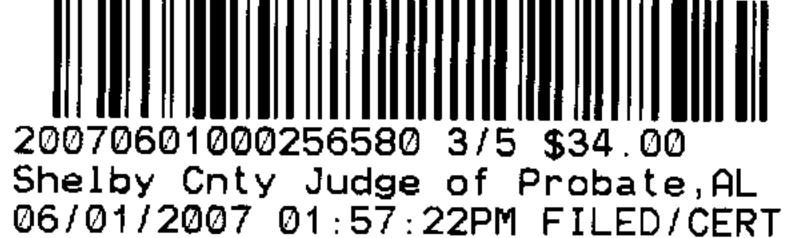
18. Check only if applicable and check _____

Debtor is a TRANSMITTING UTILITY

Filed in connection with a Public-Finance Transaction — effective 30 years

FILING OFFICE COPY—NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/98)

FORM SHOULD BE TYPEWRITTEN OR COMPUTER GENERATED

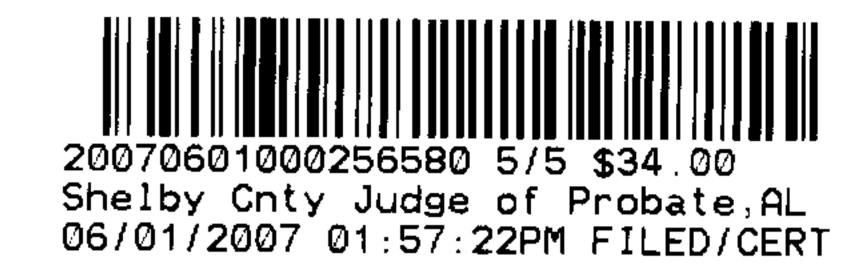


SCHEDULE I TO UCC FINANCING STATEMENT BY AND BETWEEN GDG INVESTMENTS, LLC, AS DEBTOR AND REGIONS BANK, AS SECURED PARTY

- A. The real estate described on Exhibit A attached hereto and made a part hereof (the "Real Estate") and all improvements, structures, buildings and fixtures now or hereafter situated thereon (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. (i) 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 the Debtor is the lessor, any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including 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 being hereinafter collectively referred to as the "Leases");
 - (ii) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;
 - (iii) 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 the Debtor 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 untenantability caused by destruction or damage to the Real Estate or the Improvements, together with any and all rights and claims of any kind that the Debtor 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, the Debtor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof); and

- (iv) any award, dividend or other payment made hereafter to the Debtor 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. The Debtor hereby appoints the Secured Party as the Debtor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment.
- D. All building materials, equipment, fixtures, tools, apparatus and fittings of every kind or character now owned or hereafter acquired by the Debtor for the purpose of, or used or useful in connection with, 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, stoves, refrigerators, dishwashers, hot water heaters, garbage disposers, trash compactors, other 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 Improvements.
- E. 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 the Secured Party, or in which the Secured Party is granted a security interest, as and for additional security hereunder by the Debtor, or by anyone on behalf of, or with the written consent of, the Debtor.

EXHIBIT A



[Legal Description]

Lot 5A, according to a Resurvey of Lots 5, 6, 7 and 8 of Southpark, as recorded in Map Book 23, Page 119, in the Probate Office of Shelby County, Alabama.

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