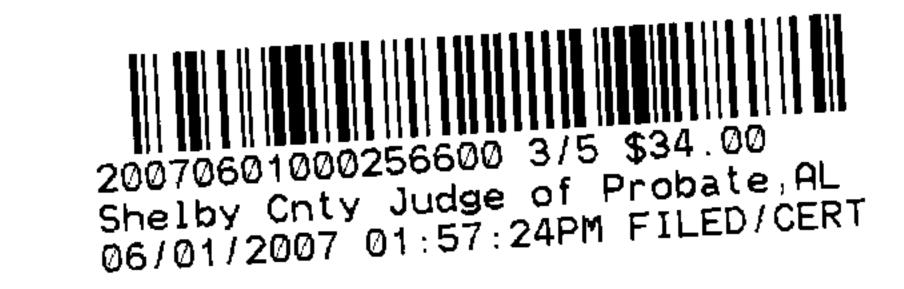
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JCC FINANCING STATEMENT	20070601000256600 1/5 \$34.00 Shelby Cnty Judge of Probate,AL 06/01/2007 01:57:24PM FILED/CERT			
OLLOW INSTRUCTIONS (front and back) CAREFULLY A. NAME & PHONE OF CONTACT AT FILER [optional]		00701	72001 01.0.	
Nia Glaze (205) 521-8996				
B. SEND ACKNOWLEDGMENT TO: (Name and Address)				
James Webb				
Bradley Arant Rose & White LLP				
One Federal Place				
1819 Fifth Avenue North				
Birmingham, AL 35203				
	THE ABOVE	SPACE IS FO	R FILING OFFICE (JSE ONLY
DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor national organization's NAME	me (1a or 1b) - do not abbreviate or combine names			
Express Real Estate, LLC				
OR 16. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE	MIDDLE NAME	
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
90 West Valley Avenue	Birmingham	AL	35209	U.S.A.
ADD'L INFO RE 1e. TYPE OF ORGANIZATION TO THE CONTROL OR	ON 11. JURISDICTION OF ORGANIZATION A labama	1g. ORG	ANIZATIONAL ID#, if an	·
DEBTOR LLC		<u> </u>	<u>,</u>	NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert onl 2a. ORGANIZATION'S NAME	ly <u>one</u> debtor name (2a or 2b) - do not abbreviate or comb	ne names		
2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE	NAME	SUFFIX
				
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
ADD'L INFO RE 2e. TYPE OF ORGANIZATION	ON 2f. JURISDICTION OF ORGANIZATION	2a ORG	ANIZATIONAL ID#, if an	1V
ORGANIZATION DEBTOR	1	1		NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASS	SIGNOR S/P) - insert only one secured party name (3a or 3	3b)		I INOINC
3a. ORGANIZATION'S NAME				
Regions Bank				
3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
	CITY	STATE	POSTAL CODE	COUNTRY
3c. MAILING ADDRESS 1900 5th Avenue North	CITY Birmingham	STATE	POSTAL CODE 35203	COUNTRY U.S.A.
3c. MAILING ADDRESS 1900 5th Avenue North	Birmingham		1	COUNTRY U.S.A.
3c. MAILING ADDRESS 1900 5th Avenue North 4. This FINANCING STATEMENT covers the following collateral:	Birmingham	AL	35203	U.S.A.
3c. MAILING ADDRESS 1900 5th Avenue North 4. This FINANCING STATEMENT covers the following collateral: See Schedule I attached hereto and made a part here	Birmingham reof for a description of the property contact the property c	AL overed her	35203 eby, some of wh	U.S.A.
3c. MAILING ADDRESS 1900 5th Avenue North 4. This FINANCING STATEMENT covers the following collateral:	Birmingham reof for a description of the property contact the property c	AL overed her	35203 eby, some of wh	U.S.A.
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BC. MAILING ADDRESS 1900 5th Avenue North 4. This FINANCING STATEMENT covers the following collateral: See Schedule I attached hereto and made a part her may become fixtures on the Real Estate described 5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR	reof for a description of the property con Exhibit A attached hereto, of which	AL overed her the Debto	aby, some of whor is the record of the recor	U.S.A. ich may be or wner.
1900 5th Avenue North 1. This FINANCING STATEMENT covers the following collateral: See Schedule I attached hereto and made a part hermay become fixtures on the Real Estate described may become fixtures on the Real Estate described 5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR	reof for a description of the property con Exhibit A attached hereto, of which consignee/consignor Bailee/Bailor to REAL 7. Check to REQUEST SEARCH REPORT	AL overed her the Debto	aby, some of whor is the record of the recor	U.S.A.

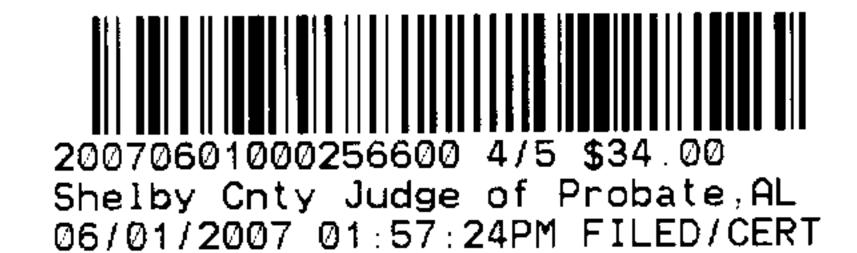
UCC FINANCING STATEMENT ADI						
9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED		_20070	60100025 <i>6600</i> 3	Company of a sale of the sale		
9a. ORGANIZATION'S NAME				Shelb 06/01	y Cnty Judge o	75 \$34.00 f Probate,AL PM FILED/CERT
Express Real Estate, LLC					-2007 01.57:24	PM FILED/CERT
9b. INDIVIDUAL'S LAST NAME FIRST NAM	E	MIDDLE NAME, SUFFIX				
10. MISCELLANEOUS:						
			THE ABOVE	SPACE	IS FOR FILING OFF	FICE USE ONLY
11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAM	1E - insert only <u>one</u> name	(11a or 11b) - do not abbrev	iate or combine name	:S		
OR 11b. INDIVIDUAL'S LAST NAME	FIF	RST NAME		MIDDLE	NAME	SUFFIX
11c. MAILING ADDRESS	CIT	Ϋ́	·	STATE	POSTAL CODE	COUNTRY
11d. TAX ID #: SSN OR EIN ADD'L INFO RE 11e. TYPE OF ORGANIZATION DEBTOR	ORGANIZATION 11f	JURISDICTION OF ORGA	VIZATION	11g. ORC	SANIZATIONAL ID#, if	any
12. ADDITIONAL SECURED PARTY'S or AS 12a. ORGANIZATION'S NAME	SIGNOR S/P'S N/	ME - insert only <u>one</u> name	(12a or 12b)		······································	
12b. INDIVIDUAL'S LAST NAME	FIR	STNAME		MIDDLE	VAME	SUFFIX
12c. MAILING ADDRESS	CIT	Y		STATE	POSTAL CODE	COUNTRY
13. This FINANCING STATEMENT covers timber to be cut or collateral, or is filed as a fixture filing.14. Description of real estate.	as-extracted 16.	Additional collateral descri	ption:			
See Exhibit A attached hereto a a part hereof.	nd made					
15. Name and address of a RECORD OWNER of above-described (if Debtor does not have a record interest);	real estate					
	17	Check only if applicable and	check only one boy			· · · · · · · · · · · · · · · · · · ·
	Det	feel feel	rustee acting with res	pect to pro	perty held in trust or	Decedent's Estate
		Debtor is a TRANSMITTING Filed in connection with a M		ansaction	— effective 30 years	
		Filed in connection with a F			•	

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



SCHEDULE I TO UCC FINANCING STATEMENT BY AND BETWEEN EXPRESS REAL ESTATE, 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 1, according to the Survey of Express Oil Subdivision, as recorded in Map Book 36, Page 61, in the Probate Office of Shelby County, Alabama.

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