

20080314000106700 1/3 \$30.00
Shelby Cnty Judge of Probate, AL
03/14/2008 03:23:05PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Crystal Parker 205-802-1122 ext 320
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Martin G. Woosley, Esq. Martin, Rawson & Woosley, P.C. #2 Metroplex Drive, Suite 102 Birmingham, AL 35209

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME NORTH SHELBY OFFICE PARK, LLC				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 2301 Morris Avenue, Suite 105		CITY Birmingham	STATE AL	POSTAL CODE 35203
				COUNTRY USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION llc	1f. JURISDICTION OF ORGANIZATION Alabama	1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Protective Life Insurance Company				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 2801 Highway 280 South		CITY Birmingham	STATE AL	POSTAL CODE 35226
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All of the equipment, fixtures, contract rights, general intangibles and tangible personal property of every nature now owned or hereafter acquired by Debtor, all additions, replacements, and proceeds thereof and all other property set forth in Schedule A attached hereto located on the real property described in Exhibit A attached hereto.

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

SCHEDULE A

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All interest of Debtor, whether now owned or hereafter acquired, in the rights, interests and personal property (collectively referred to as 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, equipment, general intangibles, inventory, 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, motor vehicles and aircraft, 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 property in which a security interest may be created pursuant to the Uniform Commercial Code (or any similar laws) of the state in which the real estate described in Exhibit A is located, including (*inter alia*) all *fructus naturales*, *fructus civiles*, and *fructus industriales*.

Without limiting the foregoing, all fixtures, machinery, equipment, office equipment and machines, inventory, farm products, vehicles and conveyances (including, without limitation, tractors, mowers, sweepers, snow removers, and other similar equipment), construction materials, building supplies, and articles of personal property (whether or not actually located on the real estate); including, but not limited to: heating, ventilating, humidifying and dehumidifying, air conditioning, laundry (including, without limitation, washers and dryers), incinerating, safety, power, plumbing, cleaning, fire prevention and fire extinguishing, and communications supplies, equipment, systems, and apparatus, lamps, chandeliers, and other lighting equipment and fixtures, vacuum cleaning systems, furnaces, boilers, radiators, piping, and coal stokers, plumbing and bathroom fixtures, sprinkler and alarm systems, washtubs, tanks, sinks, gas and electric fixtures, awnings, screens, window shades, storm doors and windows, ducts and compressors, rugs, carpet and other floor coverings, shades and draperies, partitions, elevators, escalators, pumps, motors, engines, conduits, dynamos, refrigerators, stoves, ranges, freezers, incinerators, kitchen equipment and appliances, and all other appliances and fittings, cabinets, shelving and lockers, plants, shrubbery and all landscaping and planting materials, and indoor and outdoor furniture and furnishings; all logos, trademarks, trade names, service marks, good will, and similar property; all books and records, statements of account, operating statements, periodic reports, balance sheets, profit and loss statements, financial statements, checkbooks, deposit receipts, and all other business and financial records and statements of all kinds; all computer time, computer runs, computer software and services, computer programs, computer apparatus and computer hardware; all televisions, radios, receivers, recorders, cables, lines, apparatus and equipment of all kinds.

All personalty and other property described in the mortgage and security agreement or deed of trust and security agreement or deed to secure debt and security agreement executed by the Debtor in favor of or for the benefit of Secured Party.

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.

EXHIBIT A


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A parcel of land situated in the Southwest one-quarter of the Southwest one-quarter of Section 30, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of said quarter-quarter Section; thence run South 89 degrees 20 minutes 34 seconds East along the South line for a distance of 253.60 feet; thence leaving said South line, run North 07 degrees 43 minutes 19 seconds East for a distance of 461.80 feet to the POINT OF BEGINNING; thence North 00 degrees 00 minutes 00 seconds West for a distance of 476.56 feet; thence run North 90 degrees 00 minutes 00 seconds East for a distance of 241.21 feet; thence run South 00 degrees 00 minutes 00 seconds East for a distance of 112.66 feet; thence run North 89 degrees 38 minutes 14 seconds East for a distance of 143.98 feet; thence run North 34 degrees 06 minutes 04 seconds East for a distance of 63.33 feet to the point of commencement of a non-tangent curve to the right, said curve having a radius of 125.25 feet, a central angle of 45 degrees 18 minutes 06 seconds, a chord bearing of North 56 degrees 04 minutes 18 seconds East for a chord distance of 96.47 feet; thence run along arc of said curve for a distance of 99.03 feet to a point on the Westernmost right of way line of Cahaba Beach Road and a point on a non-tangent curve to the right, said curve having a radius of 992.10 feet, a central angle of 00 degrees 10 minutes 38 seconds, a chord bearing of South 43 degrees 52 minutes 34 seconds East for a chord distance of 3.07 feet; thence run along arc of said curve and along said right of way for a distance of 3.07 feet; thence run South 43 degrees 48 minutes 29 seconds East along said right of way for a distance of 39.82 feet to the point of commencement of a curve to the right, said curve having a radius of 263.50 feet, a central angle of 46 degrees 55 minutes 39 seconds, a chord bearing of South 20 degrees 20 minutes 39 seconds East for a chord distance of 209.83 feet; thence run along arc of said curve and along said right of way for a distance of 215.82 feet; thence run South 03 degrees 07 minutes 10 seconds West along said right of way for a distance of 109.89 feet; thence run South 02 degrees 23 minutes 55 seconds East along said right of way for a distance of 105.49 feet; thence run South 07 degrees 54 minutes 59 seconds East along said right of way for a distance of 28.30 feet; thence leaving said right of way, run South 89 degrees 58 minutes 38 seconds West for a distance of 605.71 feet to the POINT OF BEGINNING.