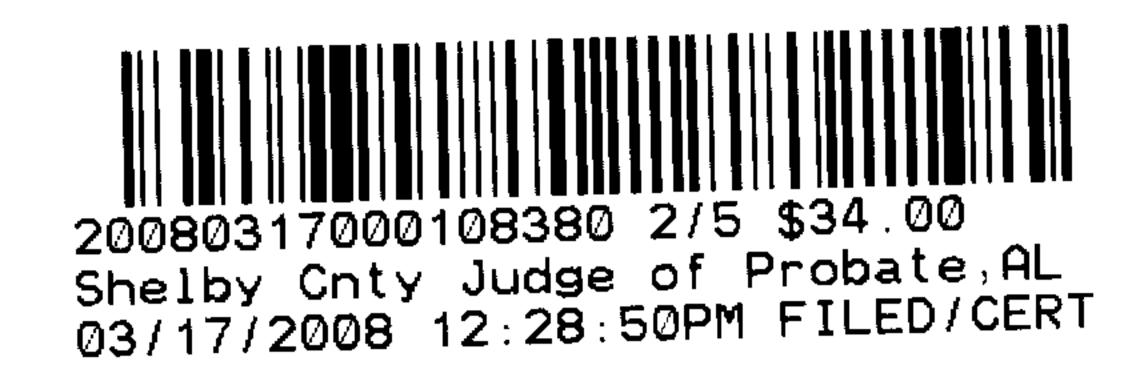
UCC FINANCING	S (front and back) CAREFULLY					
	ONTACT AT FILER [optional]					
	nier 205-226-3487					
	MENT TO: (Name and Address)					
D. CLIND ACINIOTYLLDC	MILITE IV. (ITALIIC ALIA MAGICOO)					
Randolph H.	Lanier				•	
Balch & Bin						
	venue North					
Suite 1500	A CIME I AOT CIT					
	, Alabama 35203					
Diffiningnam	, Alabailla JJ203					
L		THE ABOVE	SPACE IS FO	R FILING OFFICE US	SE ONLY	
4 DEDTODIC EVACTE	II I I I I I I I I I I I I I I I I I I					
1. DEBTORS EXACT F	ULL LEGAL NAME - insert only one debtor name (1a	or 10) - do not appreviate or combine names	, , , , , , , , , , , , , , , , , , , 			
Regency Cap						
1b. INDIVIDUAL'S LAST	NAME	FIRST NAME	MIDDLE	NAME	SUFFIX	
					·	
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY	
2222 Arlingto	n Avenue	Birmingham	AL	35205	USA	
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE 1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any			
	ORGANIZATION	Alabama				
			<u></u>		INON	
	R'S EXACT FULL LEGAL NAME - insert only one d	eptor name (2a or 2b) - 00 not appreviate or com	ibine names			
IZA UKGANIZATIONS N	* JVK:_					
2a. ORGANIZATION'S NA	→1A1.**					
		FIRST NAME	MIDDLE	NAME	SHEEK	
		FIRST NAME	MIDDLE	NAME	SUFFIX	
		FIRST NAME				
OR 2b. INDIVIDUAL'S LAST		FIRST NAME CITY	MIDDLE	NAME POSTAL CODE	SUFFIX	
OR 2b. INDIVIDUAL'S LAST						
OR 2b. INDIVIDUAL'S LAST 2c. MAILING ADDRESS	NAME ADD'L INFO RE 2e. TYPE OF ORGANIZATION		STATE		COUNTRY	
OR 2b. INDIVIDUAL'S LAST 2c. MAILING ADDRESS	NAME ADD'L INFO RE 2e. TYPE OF ORGANIZATION ORGANIZATION	CITY	STATE	POSTAL CODE	COUNTRY	
OR 2b. INDIVIDUAL'S LAST 2c. MAILING ADDRESS 2d. TAX ID #: SSN OR EIN	ADD'L INFO RE 2e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR	CITY 2f. JURISDICTION OF ORGANIZATION	STATE 2g. ORG	POSTAL CODE	COUNTRY	
2b. INDIVIDUAL'S LAST 2c. MAILING ADDRESS 2d. TAX ID #: SSN OR EIN 3. SECURED PARTY'S	ADD'L INFO RE 26. TYPE OF ORGANIZATION ORGANIZATION DEBTOR NAME of TOTAL ASSIGNEE of ASSIGNOR	CITY 2f. JURISDICTION OF ORGANIZATION	STATE 2g. ORG	POSTAL CODE	COUNTRY	
OR 2b. INDIVIDUAL'S LAST 2c. MAILING ADDRESS 2d. TAX ID #: SSN OR EIN 3. SECURED PARTY'S 3a. ORGANIZATION'S NA	ADD'L INFO RE 2e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR STATE OF TOTAL ASSIGNEE OF ASSIGNOR AME	CITY 2f. JURISDICTION OF ORGANIZATION	STATE 2g. ORG	POSTAL CODE	COUNTRY	
2b. INDIVIDUAL'S LAST 2c. MAILING ADDRESS 2d. TAX ID #: SSN OR EIN 3. SECURED PARTY'S 3a. ORGANIZATION'S NA First American	ADD'L INFO RE 2e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR AME Bank	2f. JURISDICTION OF ORGANIZATION S/P) - insert only one secured party name (3a or	STATE 2g. ORG/	POSTAL CODE ANIZATIONAL ID #, if any	COUNTRY	
OR 2b. INDIVIDUAL'S LAST 2c. MAILING ADDRESS 2d. TAX ID #: SSN OR EIN 3. SECURED PARTY'S 3a. ORGANIZATION'S NA	ADD'L INFO RE 2e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR AME Bank	CITY 2f. JURISDICTION OF ORGANIZATION	STATE 2g. ORG	POSTAL CODE ANIZATIONAL ID #, if any	COUNTRY	
2b. INDIVIDUAL'S LAST 2c. MAILING ADDRESS 2d. TAX ID #: SSN OR EIN 3. SECURED PARTY'S 3a. ORGANIZATION'S NA First American OR 3b. INDIVIDUAL'S LAST	ADD'L INFO RE 2e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR AME Bank	2f. JURISDICTION OF ORGANIZATION S/P) - insert only one secured party name (3a or	STATE 2g. ORG/ 3b) MIDDLE	POSTAL CODE ANIZATIONAL ID #, if any	COUNTRY	
2c. MAILING ADDRESS 2d. TAX ID #: SSN OR EIN 3. SECURED PARTY'S 3a. ORGANIZATION'S N. First American OR 3b. INDIVIDUAL'S LAST 3c. MAILING ADDRESS	ADD'L INFO RE 2e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR AME Bank	2f. JURISDICTION OF ORGANIZATION S/P) - insert only one secured party name (3a or	STATE 2g. ORG/	POSTAL CODE ANIZATIONAL ID #, if any	COUNTRY	

All that Collateral more particularly described on Exhibit A, attached hereto and made a part hereof.

4 pages attached (consisting of Addendum, Exhibit A and Exhibit B)

Given as additional security for \$3,150,000 real estate mortgage recorded contemporaneously herewith

5. ALTERNATIVE DESIGNATION [if applical	ble]: LESSEE/LESSOR	CONSIGNE	CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be ESTATE RECORDS. Attach Adden	filed [for record] (or recorded) dum	in the REAL (if applicable)	7. Check to REC	DEST SEARCH REPO	RT(S) on Debtor(s) [optional]	All Debtors	Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA	Fixture Filing Sh	elby County	, Alabama				



UCC FINANCING STATE	03/17/2008 12:28:50PM FILED/CER						
FOLLOW INSTRUCTIONS (front and back) 9. NAME OF FIRST DEBTOR (1a or 1b)		TATEMENT					
9a. ORGANIZATION'S NAME	ONTICENTEDITION						
Regency Capital II, Inc.							
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX					
10. MISCELLANEOUS:							
			THE ABOVE	SPACE	IS FOR FILING OFF	ICE USE ONLY	
11. ADDITIONAL DEBTOR'S EXACT FO	JLL LEGAL NAME - insert only on	e name (11a or 11b) - do not abbrev			c		
11a. ORGANIZATION'S NAME							
OR HAD INDUMENTAL ACT ALAMAT						· 	
11b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE	NAME	SUFFIX	
11c. MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY	
	ORGANIZATION		NIZATION	11g. ORGANIZATIONAL ID #, if any			
12. ADDITIONAL SECURED PART 12a. ORGANIZATION'S NAME	Y'S or ASSIGNOR S/P	'S NAME - insert only <u>one</u> name	(12a or 12b)				
OR 12b. INDIVIDUAL'S LAST NAME	**************************************	FIRST NAME		MIDDLE	NAME	SHEER	
				MIDDLE NAME SUFFIX			
12c. MAILING ADDRESS		СПУ		STATE	POSTAL CODE	COUNTRY	
13. This FINANCING STATEMENT covers collateral, or is filed as a fixture filing. 14. Description of real estate:	timber to be cut or as-extracted	16. Additional collateral descrip	otion:				
Real Property described on Exhand made a part hereof	ibit B, attached hereto						
5. Name and address of a RECORD OWNER of the contract of the c	f above-described real estate						
Record Owner: DEBTOR (Reg	ency Capital II, Inc.)	17. Check only if applicable and	check only one box.				
		Debtor is a Trust or Tr			perty held in trust or	Decedent's Estate	
		18. Check only if applicable and					
		Debtor is a TRANSMITTING					
-		Filed in connection with a Ma					
		Filed in connection with a Pu	iplic-rinance Transac	uon — effe	ective 30 years		

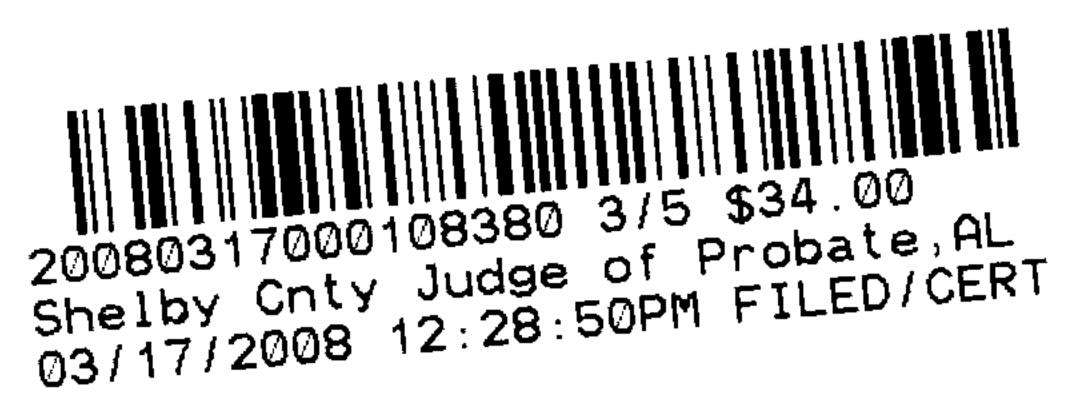
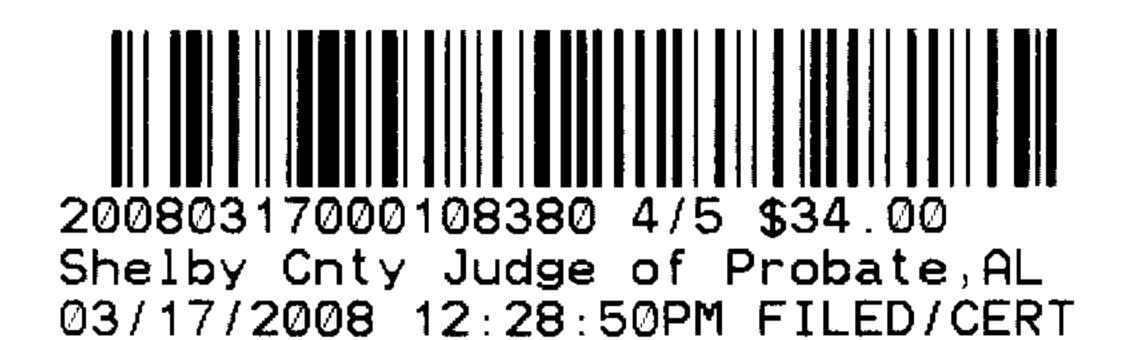


EXHIBIT A

DESCRIPTION OF COLLATERAL

- (a) All buildings, structures, and improvements of every nature whatsoever (the "Improvements") now or hereafter situated on the real property described in Exhibit B (the "Land"), and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said Land and Improvements, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever the same may be located;
- (b) All accounts (as presently or hereafter defined in the UCC), goods, contracts and contract rights relating to the Land and the Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the operation, management and sale of all or any part of the Land and Improvements;
- Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, subleases, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:
 - (i) All rents, fees, royalties, profits, issues and revenues of the Land and Improvements from time to time accruing, whether under leases or tenancies now existing or hereafter created; and
 - (ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land, Improvements or Collateral, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land, Improvements or Collateral, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Secured Party is hereby authorized on behalf and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Secured Party may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and reasonable



attorney's fees actually incurred by Secured Party, on any of the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released;

- Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements relating to the use, development, construction, occupancy and operation of the Land and the Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing;
- (e) All proceeds and all products of any of the foregoing items or types of property described in(a) (d) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a) (d) above.

Record Owner of Real Estate:

Debtor: Regency Capital II, Inc., an Alabama corporation

EXHIBIT B Description of Real Property

Lot 13D, according to Cahaba Park South Resurvey No. 2 as recorded in Map Book 13, Page 57 in the Probate Office of Shelby County, Alabama, together with a non-exclusive easement for storm drainage as reserved by the grantor for the benefit of the above described property in the Deed recorded at Deed Real Book 92, Page 839 in the Probate Office of Shelby County, Alabama, the location of said easement being the easement across the northeast portion of Lot 14B a reflected in the Amended Map of a Resurvey of Lot 14 of Cahaba Park South as recorded in Map Book 10, Page 15 in the Probate Office of Shelby County, Alabama, and together with a non-exclusive rights and easements granted to the grantor for the benefit of the above described property with respect to storm water drainage in the Agreement recorded in Book 92, Page 687 in the Probate Office of Shelby County, Alabama.

Together with rights granted in that certain Agreement recorded in Real 92, page 687 and that certain Grading Easement recorded in Real 257, page 649, in the Probate Office of Shelby County, Alabama.

20080317000108380 5/5 \$34.00 Shelby Cnty Judge of Probate, AL 03/17/2008 12:28:50PM FILED/CERT