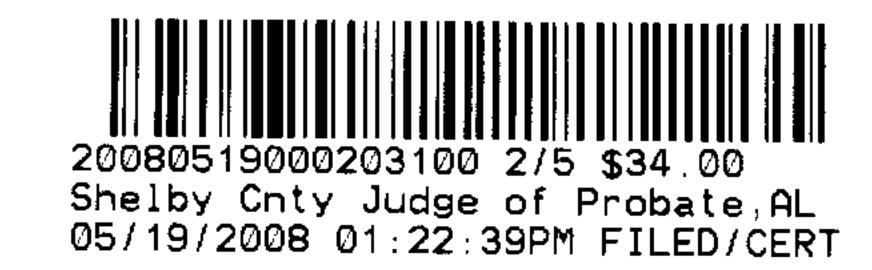
	20080519000203100 1/5 \$34.00 Shelby Cnty Judge of Probate, AL 05/19/2008 01:22:39PM FILED/CERT

		ENT AMENDMENT					
FOLLOW INSTRUCTIONS							
A. NAME & PHONE OF CO	ONTACTATFILI	<u>-</u>					
Darcey Bailey		515-362-0873					
B. SEND ACKNOWLEDG	MENT TO: (Nam	ne and Address)					
Corpo	ration Ser	vice Company					
	Springfield,	IL 62708					
			, , , , , , , , , , , , , , , , , , ,	THE ABOVE SP	PACE IS FO	R FILING OFFICE U	SE ONLY
1a. INITIAL FINANCING STAT		1 C1 11 C			Ł	s FINANCING STATEME be filed [for record] (or re-	
		h Shelby County, AL			I <b>V</b> I RE	AL ESTATE RECORDS.	
2. TERMINATION: Eff	ectiveness of the Fi	nancing Statement identified above is t	terminated with respect to	security interest(s) of the	e Secured Pa	rty authorizing this Termi	nation Statement.
3. CONTINUATION: E continued for the additi	iffectiveness of the onal period provide	Financing Statement identified above d by applicable law.	with respect to security	interest(s) of the Secure	ed Party author	orizing this Continuation	Statement is
4. ASSIGNMENT (full of	r partial): Give nan	ne of assignee in item 7a or 7b and ad	ldress of assignee in item	7c; and also give name o	of assignor in	item 9.	
5. AMENDMENT (PARTY	INFORMATION	): This Amendment affects Debt	tor <u>or</u> Secured Part	y of record. Check only	one of these	two boxes.	
Also check <u>one</u> of the follow	ving three boxes <u>an</u>	d provide appropriate information in ite	<del>1</del>				
	CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.			e record name 6a or 6b.	ADD	name: Complete item 7a or complete items 7e-7g (if app	r7b, and also item 7c;
6. CURRENT RECORD INF		party.	to be dejeted in item	OB OF OD.	L aisco	omplete terms / e-/ g (ii apt	oncable).
6a. ORGANIZATION'S N	AME	· · · · · · · · · · · · · · · · · · ·			<u></u>		
Loews Limited Pa	rtnership						
OR 6b. INDIVIDUAL'S LAST	NAME	· · ·	FIRST NAME		MIDDLE NAME SUFFIX		SUFFIX
7. CHANGED (NEW) OR A	DDED INFORMAT	ION:					<u> </u>
7a. ORGANIZATION'S N	· · · · · · · · · · · · · · · · · · ·				·····		
OR 7b. INDIVIDUAL'S LAST	NAME		FIRST NAME		MIDDLE	NAME	SUFFIX
7c. MAILING ADDRESS			CITY		STATE	POSTAL CODE	COUNTRY
7d. SEE INSTRUCTIONS	ADD'L INFO RE	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION		7g. ORGANIZATIONAL ID #, if any		
	ORGANIZATION	1					
0 ANTENDATENT (001 LA	DEBTOR			···			NONE
8. AMENDMENT (COLLA							
Describe collateral del	eted oradded	or give entire restated collateral	description, or describe	collateral assigned	<b>!</b> .		
Please see attached ex	hibit A.						
r rease see arraemed ex	mon 1.						
O NAME OF SECTIOED							
adds collateral or adds the a	authorizina Debtor	ORD AUTHORIZING THIS AMEI or if this is a Termination authorized by	NDMENT (name of assi via Debtor, check here F	gnor, if this is an Assignm T and enter name of DE	nent). If this is BTOR author	an Amendment authoriz	ed by a Debtor which
9a. ORGANIZATION'S NA	T-T-1-1		y a Boston, oncountries	and enter name of BL			· · · · · · · · · · · · · · · · · · ·
		₹.r					
OR Principal Life Insu  9b. INDIVIDUAL'S LAST		<u>y</u>	EIDCTNIANAE		NAIDO E	NIA BAT	loures:
SO. INDIVIDUAL S LAST NAIVIE			FIRST NAME		MIDDLE	INHIVIE	SUFFIX
10.OPTIONAL FILER REFERE					C	51.27	331 A-1
751811 to be filed with	n Shelby Coun	ty, AL				165271-	-WIJ5/



## UCC FINANCING STATEMENT AMENDMENT ADDENDUM FOLLOW INSTRUCTIONS (front and back) CAREFULLY 11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form) 1998-43185 filed on 11/03/1998 with Shelby County, AL 12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form) 12a. ORGANIZATION'S NAME Principal Life Insurance Company OR 12b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Principal Life Insurance Company 801 Grand Ave Des Moines, IA 50392

Debtor: Loews Limited Partnership

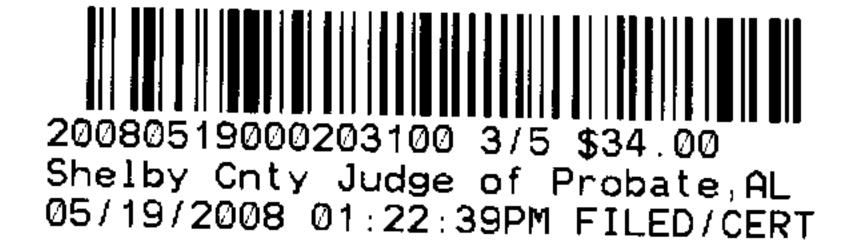


Exhibit A attached hereto and made a part hereof, which real estate, together with the following described property, rights and interests, is collectively referred to herein as the "Premises."

Together with Mortgagor's interest as lessor in and to all leases of the said Premises, or any part thereof, heretofore or hereafter made and entered into by Mortgagor during the life of this Mortgage or any extension or renewal hereof and all rents, income, issues, proceeds and profits accruing and to accrue from the Premises (which are pledged primarily and on a parity with the real estate and not secondarily).

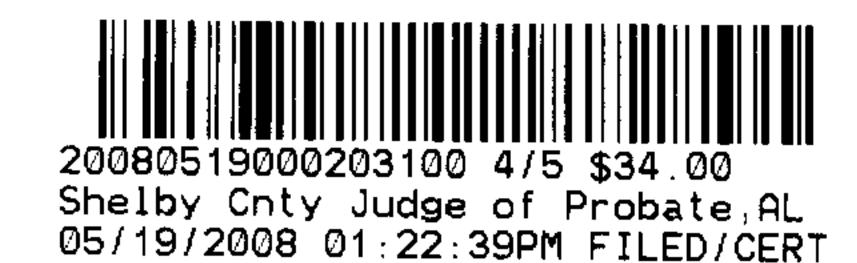
Together with all and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights, rights in trade names, other rights, liberties and privileges thereof or in any way now or hereafter appertaining, including homestead and any other claim at law or in equity as well as any after-acquired title, franchise or license and the reversion and reversions and remainder and remainders thereof.

Together with the right in case of foreclosure hereunder of the encumbered property for Mortgagee to take and use the name by which the buildings and all other improvements situated on the Premises are commonly known and the right to manage and operate the said buildings under any such name and variants thereof.

Together with all right, title and interest of Mortgagor in any and all buildings and improvements of every kind and description now or hereafter erected or placed on the said real estate and all materials intended for construction, reconstruction, alteration and repairs of such buildings and improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Premises immediately upon the delivery thereof to the Premises, and all fixtures now or hereafter owned by Mortgagor and attached to or contained in and used in connection with the Premises including, but not limited to, all machinery, motors, elevators, fittings, radiators, awnings, shades, screens, and all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all items of furniture, furnishings, equipment and personal property owned by Mortgagor used or useful in the operation of the Premises; and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said buildings or improvements in any manner; it being mutually agreed, intended and declared that all the aforesaid property owned by Mortgagor and placed by it on the real estate or used in connection with the operation or maintenance of the Premises shall, so far as permitted by law, be deemed to form a part and parcel of the real estate and for the purpose of this Mortgage to be real estate and covered by this Mortgage, and as to any of the property aforesaid which does not so form a part and parcel of the real estate or does not constitute a "fixture" (as such term is defined in the Uniform Commercial Code) this Mortgage is hereby deemed to be, as well, a Security Agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property which Mortgagor hereby grants to Mortgagee as Secured Party. Mortgagor agrees to execute any and all documents, including financing statements which may be required to perfect the security interest granted hereby.

Together with all right, title and interest of Mortgagor, now or hereafter acquired, in and to any and all strips and gores of land adjacent to and used in connection with the Premises and all right, title and interest of Mortgagor, now owned or hereafter acquired, in, to, over and under the ways, streets, sidewalks and alleys adjoining the Premises.

## Exhibit A D-751811



A tract of land in Sections 20 and 29, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Begin at the NE corner of the NW 1/4 of the NW 1/4 of said Section 29 and run Southerly along the East line of said 1/4 1/4 Section a distance of 201.41 feet; thence turn 40 degrees 05 minutes 32 seconds left and run Southeasterly 128.89 feet to a point on the Northwest right of way line of Valleydale Road; thence turn 96 degrees 26 minutes 38 seconds right and run Southwesterly along said right of way line 430.12 feet; thence turn 35 degrees 56 minutes 44 seconds right and run Westerly 478.15 feet; thence turn 71 degrees 49 minutes 38 seconds right and run Northwesterly 295.80 feet; thence turn 15 degrees 53 minutes 15 seconds right and run Northerly 251.18 feet; thence turn 16 degrees 31 minutes 05 seconds right and run Northeasterly 333 60 feet; thence turn 73 degrees 31 minutes 48 seconds right and run Easterly 738.03 feet; thence turn 89 degrees 56 minutes 03 seconds right and run 337.80 feet to the point of beginning, being situated in Shelby County, Alabama.

For informational purposes only:

The Ad Valorem Tax ID No.(s): 58-10-4-20-0-001-009-002 and 58-10-9-29-0-001-048

DH:mjm:s:751811:exha 10/15/98

20080519000203100 5/5 \$34.00 Shelby Cnty Judge of Probate, AL 05/19/2008 01:22:39PM FILED/CERT

## Exhibit B **D-751811**

- 1. Transmission Line Permit(s) recorded in Deed Book 129 page 570.
- 2. Declaration of Protective Covenants as set out in Real 153 page 395.
- Title to all minerals within and underlying the premises set out in Deed Book 127 page 140; Deed Book 121 page 294 and Deed Book 5 page 712.
- 4. Order & Decree of Condemnation as set out in Instrument No. 93-8466 and Case No. 19-260.
- 5. Easement Agreement recorded in Instrument No. 1997-40261.
- 6. Restrictions, covenants and conditions as recorded in Real 153 page 395 and Real 155 page 944.
- 7. Transmission Line Permit(s) recorded in Deed Book 179 page 358.
- 8. Title to all minerals within and underlying the premises set out in Deed Book 42 page 246.
- 9. Declaration of Covenants, Conditions, Restrictions and Easements recorded as Instrument No. 1997-35215.
- 10. Easement(s) to Alabama Power Company as recorded in Instrument No. 1998-34349.
- 11. Easement(s) on the Map of Lowes of Hoover, recorded in Map Book 23, page 80

DH:mjm:s:751811:exhb2 10/15/98

Inst 4 1998-43183

11/03/1998-43183
08:57 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROPATE
035 CRH 14271.50