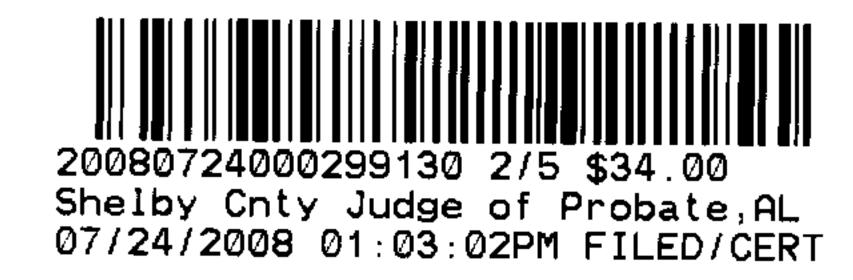


#### UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS	(front and back)	CAREFULLY					
A. NAME & PHONE OF CO	NIACI AI FILES	( Tobuousil					
B. SEND ACKNOWLEDGM	ENT TO: (Name	and Address)					
Ray D. Gibb	•						
Bradley Ara		White LLP					
One Federal							
1819 Fifth A							
Birmingham	, Alabama	35203-2119					
				HE ABOVE SPACE IS	FOR FILING OFFICE L	JSE ONLY	
1. DEBTOR'S EXACT FUL	L LEGAL NAME	<ul> <li>insert only one debtor name (1a)</li> </ul>	a or 1b) - do not abbreviate or combi				
1a. ORGANIZATION'S NA							
	Dunavant Square, LLC					SUFFIX	
1b. INDIVIDUAL'S LAST	NAME		FIRST NAME	MIUUI	ENAME	SUFFIX	
1c. MAILING ADDRESS			CITY	STAT	POSTAL CODE	COUNTRY	
3570 Grandview I	Parkway, St	uite 100	Birmingham	AL	35243	USA	
1d. SEE INSTRUCTIONS	ADD'L INFO RE	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZA	ATION 1g. O	RGANIZATIONAL ID #, if an	y	
	ORGANIZATION DEBTOR	lim. liab. co.	Alabama		NONE		
2. ADDITIONAL DEBTOR	'S EXACT FULL	LEGAL NAME - insert only <u>one</u>	debtor name (2a or 2b) - do not abb	reviate or combine names			
2a. ORGANIZATION'S N	AME						
OR 2b. INDIVIDUAL'S LAST	NAME		FIRST NAME	MIDD	LE NAME	SUFFIX	
	• • • • • • • • • • • • • • • • • • • •						
2c. MAILING ADDRESS			CITY	STAT	E POSTAL CODE	COUNTRY	
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZA	ATION 2g. O	RGANIZATIONAL ID #, if an	·	
2 SECUPED BARTY'S	DEBTOR	TOTAL ASSIGNED OF ASSIGN	OR S/P) - insert only <u>one</u> secured pa	arty name (3a or 3h)		NONE	
3a. ORGANIZATION'S N		TOTAL ASSIGNED OF ASSIGN		arty Harrie (Od Or OD)			
ServisFirst Ba	nk						
OR 3b. INDIVIDUAL'S LAST	NAME		FIRST NAME	MIDD	LE NAME	SUFFIX	
3c. MAILING ADDRESS	· · ·	<del> </del>	CITY	STAT	E POSTAL CODE	COUNTRY	
3300 Cahaba Roa	d		Birmingham	AL		USA	
4. This FINANCING STATEMEN	NT covers the follow	ing collateral:					
See Schedule A a	ttached her	eto for description	of Collateral.				
This financing sta	tement is fi	led in connection v	with a Mortgage and	l Security Agre	ement being re-	corded	
			ate mortgage tax ha				
				_			
		•					
	<u> </u>						
5. ALTERNATIVE DESIGNATION [if	applicable]:	LESSEE/LESSOR CO	ONSIGNEE/CONSIGNOR BAIL	EE/BAILOR SELLER	VBUYER AG. LIEN	NON-UCC FILING	
6. This FINANCING Attach Addendum		e filed [for record] (or recorded) in	the REAL ESTATE RECORDS.	7. See Instru	ction Debtor(s)	· · · · · · · · · · · · · · · · · · ·	
8. OPTIONAL FILER REFEREN		1202 000521					
Shelby County, A	nadama (St	JOUZ-Y0004)					



UCC FINANCING STATEMENT ADDENDUM FOLLOW INSTRUCTIONS (front and back) CAREFULLY										
9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT										
	9a. ORGANIZATION'S N									
OR	Dunavant Squ 9b. INDIVIDUAL'S LAST	-	FIRST NAME	MIDDLE NAME, SUFFIX						
10. N	MISCELLANEOUS:		,							
11	ADDITIONAL DEBTO	R'S EXACT FULL	LEGAL NAME - insert only <u>one</u> na	me (11a or 11b) - do not abbrevi		PACE IS FO	OR FILING OFFICE US	SE UNLY		
11.	11a. ORGANIZATION'S I		LEGAL NAME - Insert only one ne	ine ( ria or rib) - do not abbrevi	ate of combine names		<u> </u>			
<b>0</b> D										
OR	11b. INDIVIDUAL'S LAST NAME			FIRST NAME		MIDDLE NAME		SUFFIX		
11c.	11c. MAILING ADDRESS			CITY	CITY		POSTAL CODE	COUNTRY		
11d.	ADD'L INFO RE 11e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR			11f. JURISDICTION OF ORGANIZATION		11g. ORGANIZATIONAL ID#, if any		NONE		
12.	ADDITIONAL SEC		'S or ASSIGNOR S/P'S	NAME - insert only <u>one</u> name	(12a or 12b)					
	12a. ORGANIZATION'S	NAME								
OR	12b. INDIVIDUAL'S LAST	12b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME		SUFFIX		
12c.	MAILING ADDRESS			CITY		STATE	POSTAL CODE	COUNTRY		
13.	This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.			16. Additional collateral desc	ription:					
14.										
15.	Name and address of a R (if Debtor does not have a		above-described real estate							
				17. Check only if applicable	and check <u>only</u> one box	ζ.				
					Debtor is aTrust orTrustee acting with respect to property held in trust orDecedent's Estate					
18. Check <u>only</u> if applicable and check <u>only</u> one box.										
Debtor is a TRANSMITTING UTILITY  Filed in connection with a Public-Finance Transaction — effective 30 years										
				Filed in connection with	a Public-Finance Trans	action — effec	ctive 30 years			

# SCHEDULE A TO UCC-1 FINANCING STATEMENT DESCRIPTION OF COLLATERAL

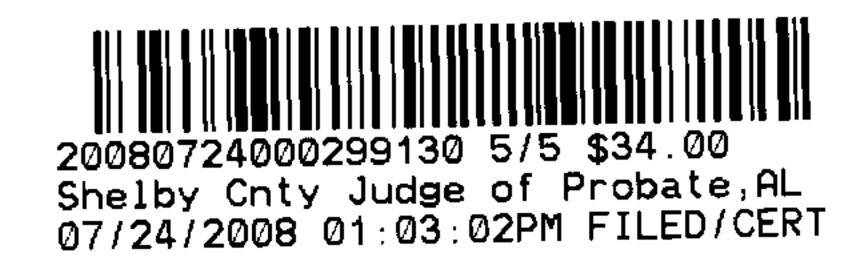
All of Debtor's right, title and interest of whatever kind, nature or description, whether now owned or hereafter acquired, in and to the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, whether now owned or hereafter acquired, and including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):

- (a) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described in *Exhibit A* attached hereto and by this reference made a part hereof (the "Land");
- (b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements");
- (c) All easements, rights of way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor;
- (d) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same; and



(e) All leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property, and each modification, extension, renewal and guarantee thereof (collectively, the "Assigned Leases"), including, without limitation, all the rents, issues, and profits now due and which may hereafter become due under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under the Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief.

Escrow File No.: **NT10800910** 



#### EXHIBIT "A"

All of the Northeast quarter of the Southwest quarter of Section 3, Township 19 South, Range 1 West, Shelby County, Alabama, lying west of Shelby County Highway No. 41.

### Less and except:

Lots 55, 56, 57, 58, 85, 86, 89, 90, 91, 92, 93, 94, 95 and 96 according to the Map and Survey of Dunnavant Square, as recorded in Map Book 39, Page 119 A, B & C, in the Office of the Judge of Probate of Shelby County, Alabama.

## Also Less and except:

Lots 65, 66, 67, 68, 87, 88, 109, 110, 111, 112, 113 and 114, according to the Map and Survey of Dunnavant Square, as recorded in Map Book 39, Page 119 A, B & C, in the Office of the Judge of Probate of Shelby County, Alabama.

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