

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Brittany Harvey (205) 458-5180	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) R. Mike Yarbro Burr & Forman LLP 3400 Wachovia Tower 420 North 20th Street Birmingham, Alabama 35203	

20081106000430340 1/5 \$34.00
Shelby Cnty Judge of Probate, AL
11/06/2008 11:02:02AM FILED/CERT

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 LBP Meadowbrook, LLC				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 6225 Smith Avenue, Suite B-100		CITY Baltimore	STATE MD	POSTAL CODE 21209
1d. <u>SEE INSTRUCTIONS</u>		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION Delaware
			1g. ORGANIZATIONAL ID #, if any DE 4147222	<input 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
2d. <u>SEE INSTRUCTIONS</u>		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 Southern Farm Bureau Life Insurance Company				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 1401 Livingston Lane		CITY Jackson	STATE MS	POSTAL CODE 39213
			COUNTRY USA	

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.

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, AL

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 NAME

OR **LBP Meadowbrook, LLC**

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

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.

14. Description of real estate:

See Exhibit "A" attached hereto.

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

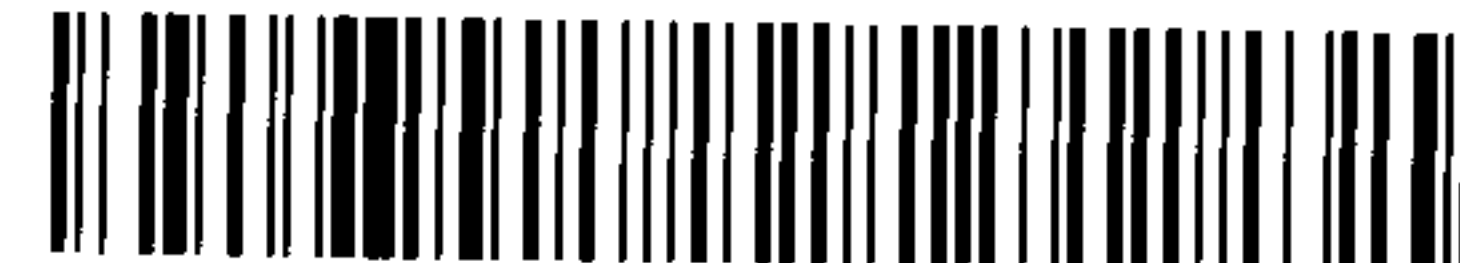
☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

**EXHIBIT A
TO UCC-1 FINANCING STATEMENT**

**LBP MEADOWBROOK, LLC,
DEBTOR
SOUTHERN FARM BUREAU LIFE INSURANCE COMPANY,
SECURED PARTY**



20081106000430340 3/5 \$34.00
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Legal Description

Lot 11-H, Meadow Brook Corporate Park South, Phase II, Resurvey No. 8, as recorded in Map Book 25, Page 91A and 91B, in the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

Begin at the Easternmost corner of Lot 11H, Meadow Brook Corporate Park South, Phase II, Resurvey No. 8 as recorded in Map 25, Page 91A and 91B in the office of the Judge of Probate of Shelby County, Alabama and run North 66°41'47" West along the Southwesterly right-of-way line of Corporate Drive a distance of 431.58 feet to the P.C. (point of curve) of a curve to the left have a radius of 211.67 feet and a central angle of 8°20'18" and a chord bearing of North 70°51'56" West; thence in a Northwesterly direction along the arc of said curve and along the Southwesterly right-of-way line of Corporate Drive a distance of 30.80 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve and along the Southwesterly right-of-way line of Corporate Drive, North 75°02'05" West a distance of 353.72 feet to a point; thence South 0°25'10" East a distance of 97.46 feet to a point; thence South 15°00'40" West a distance of 43.23 feet to a point; thence South 0°25'10" East a distance of 460.67 feet to a point; thence South 22°45'40" East a distance of 235.47 feet to a point; thence North 90°00' East a distance of 222.93 feet to a point on the Northwesterly right-of-way line of Alabama Highway No. 119; thence North 46°13'30" East along the Northwesterly right-of-way line of said Alabama Highway No. 119 a distance of 188.26 feet to the P.C. (point of curve) of a curve to the left having a radius of 1847.32 feet and a central angle of 16°22'53" and a chord bearing of North 38°02'04" East; thence along the arc of said curve in a Northeasterly direction along the Northwesterly right-of-way line of Alabama Highway No. 119 a distance of 528.17 feet to the POINT OF BEGINNING.

Containing 418,514 square feet or 9.608 acres.

EXHIBIT B
TO UCC-1 FINANCING STATEMENT

LBP MEADOWBROOK, LLC,
DEBTOR
SOUTHERN FARM BUREAU LIFE INSURANCE COMPANY,
SECURED PARTY

All of Debtor's now or hereafter acquired estate, right, title and interest in, to and under the real property more particularly described in Exhibit A attached to this financing statement (the "**Land**") **TOGETHER WITH** the buildings and improvements now or hereafter situated thereon (the "**Improvements**");

TOGETHER WITH all and singular the tenements, hereditaments, easements, rights-of-way, riparian rights and other rights now or hereafter belonging or appurtenant to the Land, and the rights (if any) in all adjacent roads, ways, streams, alleys, strips and gores, and the reversion or reversions, remainder and remainders, rents, royalties, income, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of Debtor of, in and to the same and every part and parcel thereof, whether now owned or hereafter acquired by Debtor (the "**Rights**");

TOGETHER WITH any and all tangible property now or hereafter owned by Debtor and now or hereafter located at, affixed to, placed upon or used in connection with the Land or the Improvements, or any present or future improvements thereon, including without limitation: all machinery, equipment, appliances, fixtures, conduits and systems for generating or distributing air, water, heat, air conditioning, electricity, light, fuel or refrigeration, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse, sewage or garbage, or for fire prevention or extinguishing; all elevators, escalators, lifts and dumbwaiters; all motors, engines, generators, compressors, pumps, lift stations, tanks, boilers, water heaters, furnaces and incinerators; all furniture, furnishings, fixtures, appliances, installations, partitions, shelving, cabinets, lockers, vaults and wall safes; all carpets, carpeting, rugs, underpadding, linoleum, tiles, mirrors, wall coverings, windows, storm doors, awnings, canopies, shades, screens, blinds, draperies and related hardware, chandeliers and light fixtures; all plumbing, sinks, basins, toilets, faucets, pipes, sprinklers, disposals, laundry appliances and equipment, and kitchen appliances and equipment; all alarm, safety, electronic, telephone, music, entertainment and communications equipment and systems; all janitorial, maintenance, cleaning, window washing, vacuuming, landscaping, pool and recreational equipment and supplies; all books, records and software; and any other items of property, wherever kept or stored, if acquired by Debtor with the intent of incorporating them in and/or using them in connection with the Land or the Improvements; together also with all additions thereto and replacements and proceeds thereof (the "**Tangible Property**"); and

TOGETHER WITH (a) any and all awards or payments, including interest thereon and the right to receive the same, growing out of or resulting from any exercise of the power of eminent domain (including the taking of all or any part of the Land or the Improvements), or any alteration of the grade of any street upon which the Land abuts, or any other injury to, taking of, or decrease in the value of the Land or the Improvements or any part thereof; (b) all rights of

Debtor in and to any hazard, casualty, liability, or other insurance policy carried for the benefit of Debtor and/or Secured Party with respect to the Improvements or the Tangible Property, including without limitation any unearned premiums and all insurance proceeds or sums payable in lieu of or as compensation for any loss of or damage to all or any portion of the Improvements or the Tangible Property; (c) all rights of Debtor in and to all supplies and building materials, wherever located, for the construction or refurbishing of the Improvements, and any bill of lading, warehouse receipt or other document of title pertaining to any such supplies and materials; and (d) all rights of Debtor in, to, under, by virtue of, arising from or growing out of any and all present or future contracts, instruments, accounts, insurance policies, permits, licenses, trade names, plans, appraisals, reports, prepaid fees, choses-in-action, subdivision restrictions or declarations or other general intangibles whatsoever now or hereafter dealing with, affecting or concerning the Land or the Improvements or any portion thereof or interest therein, including but not limited to: (i) all contracts, plans and permits for or related to the Land or its development or the construction or refurbishing of the Improvements; (ii) any agreements for the provision of utilities to the Land or the Improvements; (iii) all payment, performance and/or other bonds; (iv) any contracts now existing or hereafter made for the sale by Debtor of all or any portion of the Land or the Improvements, including any security and other deposits paid by any purchasers or lessees (howsoever such deposits may be held) and any proceeds of such sales contracts and lease contracts, including any purchase-money notes and mortgages made by such purchasers; and (v) any other contracts and agreements related to or for the benefit of the Land, Rights, Tangible Property and/or Improvements, including leases, repair and maintenance contracts and/or management agreements; (vi) all funds, accounts, instruments, documents, accounts receivable, general intangibles, payment intangibles, supporting obligations, investment property, notes, and chattel paper arising from or by virtue of transactions related to the Land and Improvements; and (vii) any declaration of condominium, restrictions, covenants, easements or similar documents now or hereafter recorded against the title to all or any portion of the Land (the "**Intangibles**")

TOGETHER with all additions to, substitutions for and the products of all of the above, and all proceeds therefrom, whether cash proceeds or noncash proceeds, received when any such property (or the proceeds thereof) is sold, exchanged, leased, licensed, or otherwise disposed of, whether voluntarily or involuntarily. Such proceeds shall include any of the foregoing specifically described property of Debtor acquired with cash proceeds.