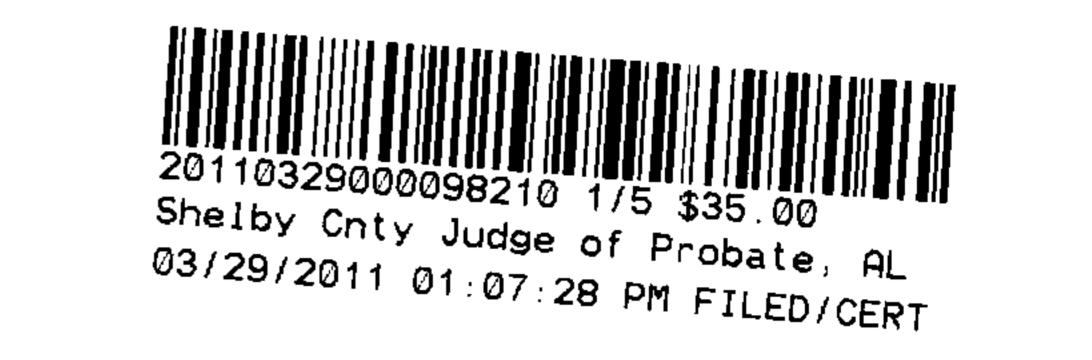
	· <del>-</del>	



### **UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

420 20th Str	t Ison Bearman Caldwell eet North, Suite 1600, Alabama 35203		C.			
			THE ABOVE	SPACE IS FO	R FILING OFFICE U	SE ONLY
		nly <u>one</u> debtor name (1a c	or 1b) - do not abbreviate or combine names			
1a. ORGANIZATION'S	NAME					
OR 1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	NAME	SUFFIX	
ID. INDIVIDUAL S DAST INAIVIL						
c. MAILING ADDRESS	<u> </u>	· ·	CITY	STATE	POSTAL CODE	COUNTRY
01 Industrial Drive			Alabaster	AL	35007	USA
	ADD'L INFO RE 1e. TYPE	OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORG	ANIZATIONAL ID #, if any	<u></u>
	ORGANIZATION COPPOR	ration	Alabama	i		NONE
. ADDITIONAL DEBT(		VAME - insert only one do	ebtor name (2a or 2b) - do not abbreviate or com	bine names		
2a. ORGANIZATION'S	· · · · · · · · · · · · · · · · · · ·				··	
_				<u>.</u>		
2b. INDIVIDUAL'S LAS	TNAME		FIRST NAME	MIDDLE	NAME	SUFFIX
c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
ADD'L INFO RE   2e. TYPE OF ORGANIZATION ORGANIZATION		2f. JURISDICTION OF ORGANIZATION	2g. ORG	2g. ORGANIZATIONAL ID #, if any		
SECURED PARTY	'S NAME (or NAME of TOTAL A	SSIGNEE of ASSIGNOR	S/P) - insert only <u>one</u> secured party name (3a or	3b)		NONE
3a. ORGANIZATION'S			······································			
Wells Fargo Ba	nk, N.A., successor by	merger to Wach	ovia Bank, National Association	1		
3b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE	MIDDLE NAME SUFFIX	
c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
420 20th Street 1	North		Birmingham	AL	35203	USA
. This FINANCING STATE	MENT covers the following collater	ral:			· _	
		ion of Collateral.				
	hedule A for a descript	1011 OF COTTON				
	hedule A for a descript	TOIL OF COHOUTHI				
See attached Sch	hedule A for a descript hibit A for a description					
See attached School See attached Extended Extend	hibit A for a description tatement is filed in con	n of Real Estate.  nection with a M		t filed on 3/appropriate	17/2005 and recomortgage tax has	orded on s already been
See attached Sch See attached Ext This financing st 3/18/2005 in She	hibit A for a description tatement is filed in con	n of Real Estate.  nection with a M	ortgage and Security Agreemen	t filed on 3/appropriate	17/2005 and recommortgage tax has	orded on already been
See attached Sch See attached Ext This financing st 3/18/2005 in She	hibit A for a description tatement is filed in con	n of Real Estate.  nection with a M	ortgage and Security Agreemen	t filed on 3/appropriate	17/2005 and recommortgage tax has	orded on already been
See attached Extended	hibit A for a description tatement is filed in concelby County, Alabama	n of Real Estate.  nection with a Mas Instr. No. 200	ortgage and Security Agreemen 50318000124820 on which the security Agreemen and Security Agreemen so that the security Agreemen so the security Agreemen so that the security Agreemen so the security Agreemen so that the security Agreemen so	SELLER/BU	JYER AG. LIEN	orded on already been
See attached Extended	hibit A for a description tatement is filed in concelby County, Alabama  ATION [if applicable]: LESSER  ATEMENT is to be filed [for record	n of Real Estate.  nection with a Mas Instr. No. 200	ortgage and Security Agreemen 50318000124820 on which the security Agreemen and Security Agreemen by the security Agreemen and Secur	SELLER/BU	mortgage tax has	s already been



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# SCHEDULE "A" TO UCC FINANCING STATEMENT (DESCRIPTION OF COLLATERAL)

"Collateral" means the following assets of Borrower (and specifically excluding any interests in any Wachovia Swap Documents): (A) the Mortgaged Property; (B) the Assigned Agreements; (C) all amounts that may be owing from time to time by Bank to Borrower in any capacity, including, without limitation, any balance or share belonging to Borrower, of any Deposit Accounts or other account with Bank; (D) all Records pertaining to any of the Collateral; (E) any and all other assets of Borrower of any kind, nature, or description and which are intended to serve as collateral for the Loan under any one or more of the Security Documents; and (F) all interest, dividends, Proceeds, products, rents, royalties, issues and profits of any of the property described above and all notes, certificates of deposit, checks and other instruments from time to time delivered to or otherwise possessed by Bank for or on behalf of Borrower in substitution for or in addition to any of said property.

As used in this Schedule "A", "Borrower" shall mean the Debtor, and "Bank" shall mean the Secured Party; and all other capitalized words and phrases shall, except as otherwise defined below, have the meaning as set forth in that certain Credit Agreement dated as of March 17, 2005 (as amended from time to time, the "Credit Agreement") between Debtor and Secured Party, and in the case of any conflict between the meanings set forth below and the meanings set forth in the Credit Agreement, the broader meaning shall apply:

"Assigned Agreements" means all of Borrower's Interest in any and all leases, contracts and agreements of whatever kind, nature or description and relating to the Mortgaged Property.

"Mortgaged Property" means the "Mortgaged Property" as defined in the attached Schedule "A-1".

"Wachovia Swap Documents" means any Swap Documents entered into between any Borrower Party and any Bank Party.



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# SCHEDULE" A-1" TO UCC FINANCING STATEMENT (DESCRIPTION OF MORTGAGED PROPERTY)

All of Borrower's Interest in and to all of 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, and 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 Borrower 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 Borrower;
- (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 Borrower 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

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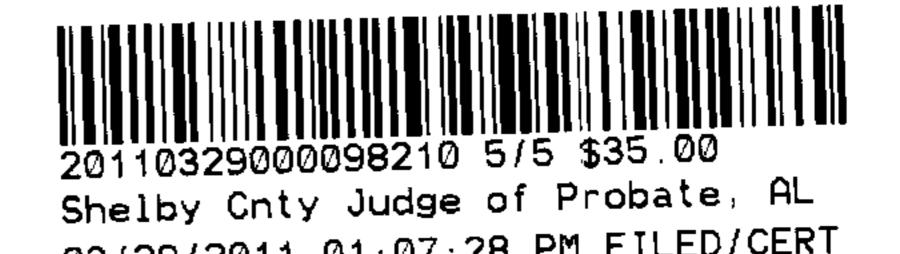
Shelby Cnty Judge of Probate, AL 03/29/2011 01:07:28 PM FILED/CERT

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.

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#### EXHIBIT A

### **LEGAL DESCRIPTION**

Tracts 9, 11, and 13, according to the Survey of Jessica Ingram of the Northeast 1/4 of Section 31, Township 18 South, Range 1 West, as recorded in Map Book 3, Page 54 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

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