

#### **UCC FINANCING STATEMENT**

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

Mike Grove (404) 681-5974

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Please Return To:

National Corporate Research, Ltd.
41 State Street, Suite 600

Albany, New York 12207

(800)828-0938 (518)434-0938

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

		•					
1. DE	BTOR'S EXACT FU	LLLEGAL NAME -	insert only <u>one</u> debtorname (1a or 1b)	) - do not abbreviate or combine names			
[1	a. ORGANIZATION'S NA	ME			•	· · · · · · · · · · · · · · · · ·	
		-	of Alabama, LLC				
OR 1	Ib. INDIVIDUAL'S LAST NA	JAL'SLASTNAME		FIRST NAME	MIDDLE NAME		SUFFIX
1c. M	1c. MAILING ADDRESS			CITY	STATE POSTAL CODE		COUNTRY
7521 Broad River Road				Irmo	SC	29063	USA
1d. <u>S</u>	EE INSTRUCTIONS					· · · · · · · · · · · · · · · · · · ·	
		ORGANIZATION DEBTOR	LLC	Alabama	· 		NONE
2. AE	DITIONAL DEBTOR	R'S EXACT FULL	LEGAL NAME - insert only one of	lebtor name (2a or 2b) - do not abbreviate or com	nbine names		
[2	2a. ORGANIZATION'S NA	ME					
OR 7	26. INDIVIDUAL'S LAST N	DUAL'S LAST NAME		FIRST NAME	MIDDLE	MIDDLE NAME SUFFIX	
2c. M	AILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. <u>S</u>	EE INSTRUCTIONS		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORG	ANIZATIONAL ID#, if any	<u> </u>
		ORGANIZATION DEBTOR			<u> </u>		NONE
3. SE	CURED PARTY'S	NAME (or NAME of	TOTAL ASSIGNEE of ASSIGNOR S/	P) - insert only <u>one</u> secured party name (3a or 3b)			
	Ba. ORGANIZATION'S NA						
	SLH Funding	g Corp.					
OR	Bb. INDIVIDUAL'S LAST N	NAME		FIRST NAME	MIDDLE	NAME	SUFFIX
3c. MAILING ADDRESS				CITY	STATE	POSTAL CODE	COUNTRY
68	68 South Service Road, Suite 120		Melville	NY	11747	USA	

4. This FINANCING STATEMENT covers the following collateral:

All of the property of Debtor described on Exhibit A attached hereto, whether now owned or existing or hereafter created, acquired or arising, including, without limitation, all machinery, equipment and fixtures situated on the real estate described on Exhibit B. Some of Debtor's property is, or may become, affixed to the real estate described on Exhibit B attached hereto. The record owner of such real estate is Debtor.

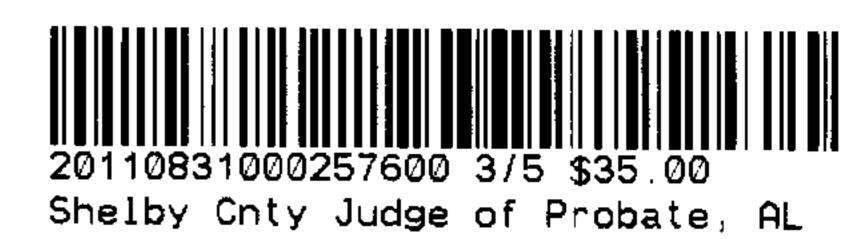
This UCC is additional security to that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing on file with the Shelby County Judge of Probate, Alabama, at instrument Number 20050415000177270.

5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR	CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUY	YER AG. LIEN NON-UCC FILIN	NG
6. This FINANCING STATEMENT is to be filed [for record] (or recorded)  ESTATE RECORDS. Attach Addendum	in the REAL 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s [if applicable] [ADDITIONAL FEE] [optional]	(s) All Debtors Debtor 1 Debto	ır 2
8. OPTIONAL FILER REFERENCE DATA			
File with: Shelby County, Alabama	(3678.13)		



20110831000257600 2/5 \$35.00 Shelby Cnty Judge of Probate, AL 08/31/2011 01:34:23 PM FILED/CERT

#### 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 Southland Log Homes of Alabama, LLC 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX 10. MISCELLANEOUS: THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 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 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 11e. TYPE OF ORGANIZATION 11f. JURISDICTION OF ORGANIZATION 11g. ORGANIZATIONAL ID #, if any ORGANIZATION DEBTOR NONE ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b) 12a. ORGANIZATION'S NAME 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 16. Additional collateral description: collateral, or is filed as a fixture filing. 14. Description of real estate: The real estate is described on Exhibit B attached hereto. 15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest): The record owner of the real estate is Debtor. 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 Filed in connection with a Public-Finance Transaction



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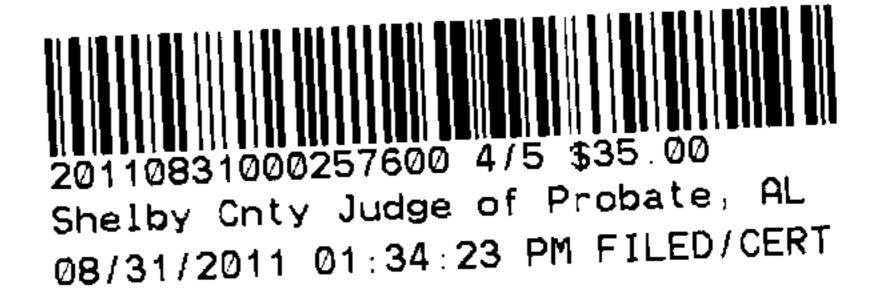
## EXHIBIT A TO UCC FINANCING STATEMENT

DEBTOR: SECURED PARTY: SOUTHLAND LOG HOMES OF ALABAMA, LLC SLH FUNDING CORP.

This financing statement covers the following collateral (the "Property"):

- (A) THE LAND: The following described premises situated in Shelby County, Alabama, to wit: The land described in detail in <u>Exhibit B</u> (the "<u>Land</u>") which is attached hereto and incorporated herein and made a part of this document for all purposes;
- THE IMPROVEMENTS: TOGETHER WITH (1) all the buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and (2) all fixtures of every nature whatsoever including, but without limiting the generality of the foregoing, all heating, electrical, mechanical, lighting, lifting, plumbing, ventilating, air conditioning and aircooling fixtures, systems, machinery, apparatus and equipment, refrigerating, incinerating and power fixtures, systems, machinery, apparatus and equipment, loading and unloading fixtures, systems, machinery, apparatus and equipment, escalators, elevators, boilers, communication systems, switchboards, sprinkler systems and other fire prevention and extinguishing fixtures, systems, machinery, apparatus and equipment, and all engines, motors, dynamos, machinery, wiring, pipes, pumps, tanks, conduits and ducts constituting a part of any of the foregoing, now or hereafter owned by Debtor and located in or on, or attached to, and used or intended to be used in connection with or with the operation of, the Land, buildings, structures or other improvements, or in connection with any construction being conducted or which may be conducted thereon, and owned by Debtor, and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, and all of the right, title and interest of Debtor in and to any such fixtures subject to any lien, security interest or claim, which, to the fullest extent permitted by law, shall be conclusively deemed fixtures and a part of the real property encumbered hereby (hereinafter called the "Improvements");
- (C) EASEMENTS: TOGETHER WITH all right, title and interest, if any, of Debtor in and to the streets and roads abutting said land to the center lines thereof, and strips and gores within or adjoining said land, the airspace and all development rights with respect thereto and right to use said airspace and development rights above said land, all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights and powers, drainage, mineral, oil, gas and timber rights, air rights, conduits and wires and all other facilities furnishing services to, and all appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property described in paragraphs (A) and (B) hereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor;
- (D) TOGETHER WITH (i) all the estate, right, title and interest of Debtor of, in and to all judgments, insurance proceeds, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the property described in paragraphs (A), (B) and (C) hereof or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the property described in paragraphs (A), (B) and (C) hereof or any part thereof, or to any rights, appurtenant thereto, and all proceeds of any sales or other dispositions of the property described in paragraphs (A), (B) and (C) hereof or any part thereof,

### EXHIBIT A (continued) TO UCC FINANCING STATEMENT

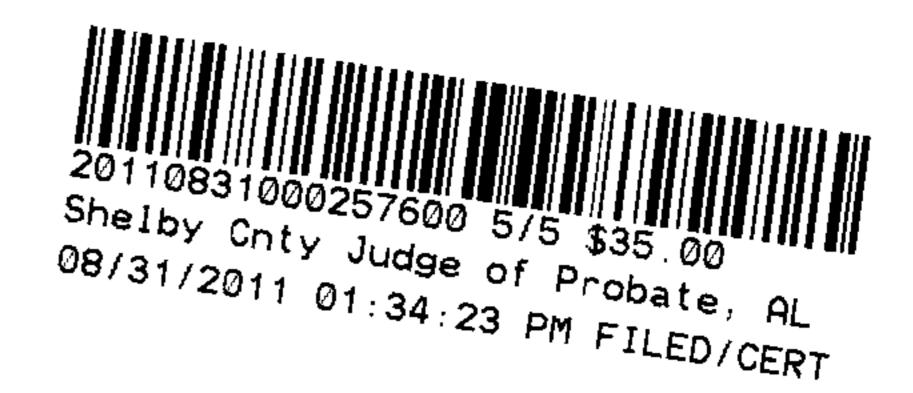


DEBTOR: SECURED PARTY: SOUTHLAND LOG HOMES OF ALABAMA, LLC SLH FUNDING CORP.

(ii) all contract rights, general intangibles, actions and rights in action, including without limitation all rights to insurance proceeds and unearned premiums arising from or relating to the property described in paragraphs (A), (B), and (C) above; and (iii) all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the property described in paragraphs (A), (B) and (C);

- (E) TOGETHER WITH all rents, income and other benefits to which Debtor may now or hereafter be entitled from the property described in paragraphs (A), (B) and (C) hereof;
- (F) TOGETHER WITH all right, title and interest of Debtor in and to any and all leases, subleases, underlettings, concession agreements, licenses and other occupancy agreements (collectively, the "Leases") which now or hereafter may affect the property described in paragraphs (A), (B) and (C) hereof, together with all security therefor and all monies payable thereunder, and all books and records which contain payments made under the Leases and all security therefor; and
- (G) TOGETHER WITH all contracts and agreements now or hereafter entered into relating to any part of the Land or the Improvements or any other portion of the Property and all revenue, income and other benefits thereof, including, without limitation, management agreements, franchise agreements, service contracts, maintenance contracts, equipment leases, personal property leases, or the use of customer lists or other information, and any contracts or documents relating to construction on any part of the Land or the Improvements or other portions of the Property (including plans, drawings, surveys, tests, reports, bonds and governmental approvals) or to the management or operation of any part of the Land or Improvements.

This UCC financing statement is in addition to, and not in lieu or replacement of, any other UCC financing statement naming Secured Party, as secured party, and Debtor, as debtor, of record in any filing office or jurisdiction in the United States of America.



# Exhibit "B" Legal Description

A parcel of land in the Southeast Quarter of the Southeast Quarter of Section 31, Township 19 South, Range 2 West, Huntsville Meridian, Shelby County, Alabama, and being more particularly described as follows:

Commence at a 3" capped iron found at the purported Southeast corner of Section 31, Township 19 South, Range 2 West, Huntsville Meridian, Shelby County, Alabama; thence run North 88° 19' 53" W along the South boundary line of said Section 31 a distance of 635.92 feet to a capped rebar found (PLS 8759) at the Westerly right of way line of I-65 (right of way width varies) for the Point of Beginning; thence continue North 88° 19' 53" West along said South line, for a distance of 217.27 feet; thence leaving said South line, run North 31° 10' 56" West for a distance of 306.62 feet to an open top iron found at the Southerly right of way line of Amphitheater Road (right of way width 60.00 feet), said point also being the Point of Curvature of a curve to the right, having a radius of 634.30 feet, a central angle of 13° 18' 04", a chord length of 146.92 feet and a chord bearing of South 73° 55' 20" East; thence continue along the arc of said curve and said right of way line, for a distance of 147.25 feet to the Westerly right of way line of I-65 (right of way width varies); thence run South 24° 48' 50" West along the Westerly right of way line of I-65 for a distance of 5.91 feet to a right of way monument found; thence run South 62° 37' 00" East along said right of way line, for a distance of 209.41 feet to a right of way monument found; thence run South 29° 13' 36" East along said right of way line, for a distance of 122.81 feet to a right of way monument found; thence run South 24° 25' 49" West along said right of way line, for a distance of 20.97 feet to the point of beginning.