

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Cheryl Robinson (205) 879-5959	
B. SEND ACKNOWLEDGEMENT TO: (Name and Address) Cheryl Robinson CORLEY MONCUS, P.C. 728 Shades Creek Pkwy., Suite 100 Birmingham AL 35209	



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1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine name

1a. ORGANIZATION'S NAME BROWN LANDS, L.L.C.						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 21981 Highway 25			CITY Columbiana	STATE AL	POSTAL CODE 35051	COUNTRY USA
1d. TAX ID#: SSN or EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION Alabama	1g. ORGANIZATION ID#, if any		<input checked="" type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine name

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID#: SSN or EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATION 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 IBERIABANK						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 2340 Woodcrest Place			CITY Birmingham	STATE AL	POSTAL CODE 35209	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All of the fixtures, equipment, furniture, furnishings and personal property of every nature, now owned or hereafter acquired by Debtor, all additions, replacements and proceeds thereof and all other property set forth in Schedule I attached hereto and made a part hereof, located on the real property described on the attached Exhibit "A".

THIS FINANCING STATEMENT IS FILED AS ADDITIONAL SECURITY IN CONNECTION WITH A MORTGAGE AND SECURITY AGREEMENT BEING FILED SIMULTANEOUSLY HERewith, ON WHICH THE APPROPRIATE MORTGAGE TAX IS BEING PAID.

5. ALT. 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						

UCC FINANCING STATEMENT ADDENDUM

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9. NAME OF FIRST DEBTOR(1a or 1b) ON RELATED FINANCING STATEMENT			
9a. ORGANIZATION'S NAME BROWN LANDS, L.L.C.			
OR	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 debtor name (11a or 11b) - do not abbreviate or combine name				
11a. ORGANIZATION'S NAME				
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
11d. TAX ID#: SSN or EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATION ID#, if any <input type="checkbox"/> NONE
12. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S or <input type="checkbox"/> ASSIGNOR S/P -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 <input type="checkbox"/> timber to be cut or <input type="checkbox"/> as-extracted collateral, or is filed as a <input checked="" type="checkbox"/> fixture filing.		16. Additional collateral description:		
14. Description of real estate: See attached Exhibit "A".				
15. Name and address of a RECORD OWNER of above described real estate (if Debtor does not have a record interest):		17. Check <u>only</u> if applicable and check <u>only</u> one box. Debtor is a <input type="checkbox"/> Trust or <input type="checkbox"/> Trustee acting with respect to property held in trust or <input type="checkbox"/> Decedent's Estate		
		18. Check <u>only</u> if applicable and check <u>only</u> one box. <input type="checkbox"/> Debtor is a TRANSMITTING UTILITY <input type="checkbox"/> Filed in connection with a Manufactured-Home Transaction -- effective 30 years <input type="checkbox"/> Filed in connection with a Public-Finance Transaction -- effective 30 years		

SCHEDULE I

All Debtor's right, title and interest in, to, and under any and all of the following described property (the "Property"), whether now owned or held or hereafter acquired:

(a) All those certain tracts or parcels of land located in Shelby County, Alabama, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Land"); and

(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, or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Premises, 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"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by a Mortgage and Security Agreement being recorded simultaneously herewith (the "Mortgage"); and

(c) All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by the Borrower and attached to the Premises (other than fixtures); or placed on the Premises and used or useful in connection with, or in any way pertaining or relating to, the Premises or the use and occupancy thereof, though not attached to the Premises; or for which the proceeds of the Secured Indebtedness has been or may be advanced, wherever the same may be located; and

(d) All policies of hazard insurance now or hereafter in effect that insure the Premises, or any Improvements, or any other property conveyed or encumbered hereby, together with all right, title and interest of the Borrower in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums; and

(e) All rents, issues, profits and revenues of the Premises from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, 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, reserving only the right to Borrower to collect the same so long as an Event of Default has not occurred hereunder or such collection is not otherwise restricted by the Mortgage; and

(f) 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 Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by them; and

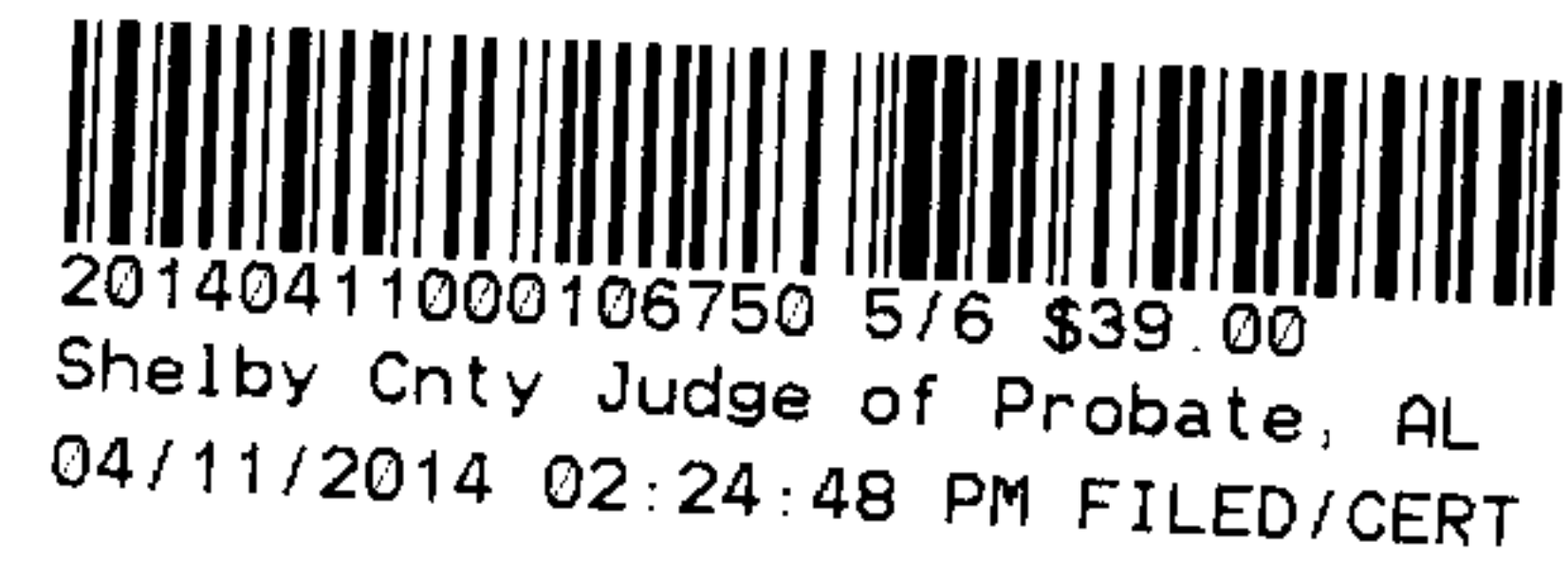
(g) All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, that may be made or due to the Borrower or any subsequent owner of the Premises, or the Improvements, or any other property conveyed or encumbered hereby, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Premises, or the Improvements, or any other such property; and

(h) (1) All general intangibles relating to the development or use of the Premises, the Improvements or any other property conveyed or encumbered hereby, or the management and operation of any business of the Borrower thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (2) the good will of any business conducted or operated on the Premises, all governmental licenses and permits relating to the construction, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (3) all contracts and agreements (including construction, renovation, maintenance, engineering, architectural, leasing, management, operating and concession agreements) affecting the Premises, the Improvements or any other property conveyed or encumbered by this Agreement, or used or useful in connection therewith, whether now or hereafter entered into; and

(i) All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing; and

(j) All proceeds of any of the foregoing.


EXHIBIT "A"



PARCEL 1

A parcel of land situated in the Northeast one-quarter of the Southeast one-quarter of Section 23, Township 21 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a found axle being the Southeast corner of said quarter-quarter; thence run North 00 degrees 54 minutes 32 seconds East along the East line of said quarter-quarter for a distance of 414.86 feet to an iron pin set, said point being the intersection of the East line of said quarter-quarter and the Northernmost right of way line of Shelby County Highway 25 (right of way varies) and the POINT OF BEGINNING; thence leaving said East line, run South 63 degrees 52 minutes 50 seconds West along said Northernmost right of way for a distance of 211.30 feet to a set nail; thence run South 42 degrees 23 minutes 23 seconds West along said Northernmost right of way for a distance of 53.63 feet to an iron pin set; thence run South 64 degrees 52 minutes 25 seconds West along said Northernmost right of way for a distance of 150.03 feet to an iron pin set, said point being the intersection of said Northernmost right of way and the Easternmost right of way line of Shelby County Highway 47 (right of way varies); thence run North 62 degrees 35 minutes 16 seconds West along said Easternmost right of way for a distance of 55.88 feet to an iron pin set; thence run North 00 degrees 22 minutes 05 seconds West along said Easternmost right of way for a distance of 470.35 feet to an iron pin set; thence leaving said Easternmost right of way, run South 84 degrees 35 minutes 28 seconds East for a distance of 113.34 feet to an iron pin set; thence run South 00 degrees 54 minutes 32 seconds West for a distance of 75.00 feet to an iron pin set; thence run South 84 degrees 35 minutes 28 seconds East for a distance of 307.00 feet to an iron pin set, said point being on the East line of said quarter-quarter; thence run South 00 degrees 54 minutes 32 seconds West along said East line for a distance of 185.14 feet to the POINT OF BEGINNING. Sai parcel contains 137,797 square feet or 3.16 acres more or less.


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PARCEL 2

A parcel of land situated in part of the Northeast one-quarter of the Southeast one-quarter and the Southeast one-quarter of the Southeast one-quarter of Section 23, Township 21 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a found axle being the Southeast corner of said quarter-quarter; thence run North 00 degrees 54 minutes 32 seconds East along the East line of said quarter-quarter for a distance of 414.86 feet to an iron pin set, said point being the intersection of the East line of said quarter-quarter and the Northernmost right of way line of Shelby County Highway 25 (right of way varies); thence leaving said East line, run South 63 degrees 52 minutes 50 seconds West along said Northernmost right of way for a distance of 211.30 feet to a set nail; thence run South 42 degrees 23 minutes 23 seconds West along said Northernmost right of way for a distance of 53.63 feet to an iron pin set; thence run South 64 degrees 52 minutes 25 seconds West along said Northernmost right of way for a distance of 150.03 feet to an iron pin set, said point being the intersection of said Northernmost right of way and the Easternmost right of way line of Shelby County Highway 47 (right of way varies); thence leaving said Easternmost right of way, run South 63 degrees 57 minutes 42 seconds West for a distance of 239.57 feet to a found concrete monument, said point being the intersection of said Northernmost right of way and the Westernmost right of way of said Shelby County Highway 47 and the POINT OF BEGINNING; thence leaving said Westernmost right of way, run South 63 degrees 38 minutes 08 seconds West along said Northernmost right of way for a distance of 627.92 feet to a found 3" capped pipe; thence leaving said Northernmost right of way, run North 28 degrees 14 minutes 18 seconds West for a distance of 290.55 feet to a found ½" rebar, said point being on the Southernmost right of way line of Norfolk Southern Railroad (100' right of way) and a point on a curve to the left, said curve having a radius of 2910.00 feet, a central angle of 02 degrees 58 minutes 22 seconds, a chord bearing of North 42 degrees 37 minutes 09 seconds East for a chord distance of 150.97 feet; thence run along arc of said curve and along said right of way for a distance of 150.98 feet to an iron pin set; thence run North 41 degrees 07 minutes 54 seconds East along said right of way for a distance of 287.27 feet to an iron pin set; thence run North 40 degrees 52 minutes 02 seconds East along said right of way for a distance of 214.11 feet to a found ½" rebar; thence leaving said right of way, run South 82 degrees 23 minutes 24 seconds East for a distance of 339.37 feet to an iron pin set, said point being on the Westernmost right of way line of said Shelby County Highway 47; thence run South 00 degrees 06 minutes 53 seconds East along said Westernmost right of way for a distance of 17.93 feet to a found concrete monument; thence run South 89 degrees 53 minutes 05 seconds East along said right of way for a distance of 36.66 feet to a found concrete monument; thence run South 00 degrees 17 minutes 20 seconds East along said right of way for a distance of 21.99 feet to a found concrete monument; thence run South 08 degrees 01 minutes 36 seconds West along said right of way for a distance of 70.76 feet to an iron pin set; thence run South 00 degrees 03 minutes 17 seconds East along said right of way for a distance of 214.94 feet to a found concrete monument; thence run South 44 degrees 26 minutes 31 seconds West along said Westernmost right of way for a distance of 135.26 feet to the POINT OF BEGINNING. Said parcel contains 349,809 square feet or 8.03 acres more or less.