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Shelby Cnty Judge of Probate, AL
11/03/2005 12:50:12PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Joe F. Lassiter III
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 AmSouthHarbert Plaza
Birmingham, Alabama 35203-2618

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					
BMW Holdings, LLC, an Alabama limited liability company					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
1994 McCain Parkway		Pelham	AL	35124	USA
ADD'L INFO RE ORGANIZATION DEBTOR		1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any	
		Limited Liability Co.	Alabama	<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 names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
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					
ServisFirst Bank, an Alabama corporation					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
3300 Cahaba Road, Suite 300		Birmingham	AL	35223	

4. This FINANCING STATEMENT covers the following collateral:

All personal property and other collateral of the Debtor as more particularly described on Schedule I 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 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							

**SCHEDULE I
TO
UCC-1**

(BMW Holdings, LLC)

Part I

As used herein, the following terms have the meanings set out below:

Event of Default shall mean any "Event of Default" under the terms of the Mortgage.

Improvements shall mean all improvements, structures, buildings and fixtures now or hereafter situated on the Real Estate.

Mortgage shall mean that certain Mortgage, Security Agreement and Assignment of Rents and Leases executed by Mortgagor in favor of Mortgagee covering the Real Estate.

Mortgagee shall mean ServisFirst Bank, an Alabama banking corporation.

Mortgagor shall mean BMW Holdings, LLC, an Alabama limited liability company.

Real Estate shall mean the real estate described on Exhibit A attached hereto and made a part hereof.

Part II

The Property covered by the Financing Statement to which this Schedule is attached includes the following (the "Property"):

- A. All permits, easements, licenses, rights-of-way, contracts, privileges, immunities, tenements and hereditaments now or hereafter pertaining to or affecting the Real Estate or the Improvements.
- C.
 - (i) All leases, written or oral, and all agreements for use or occupancy of any portion of the Real Estate or the Improvements with respect to which the Mortgagor is the lessor, including but not limited to that certain Lease Agreement of even date by and between Mortgagee, as landlord and Process Specialties, Inc., as tenant (the "Existing Leases"), any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Real Estate or the Improvements (all such leases, subleases, agreements and tenancies heretofore mentioned, including but not limited to, the Existing Leases being hereinafter collectively referred to as the "Leases");
 - (ii) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;
 - (iii) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Mortgagor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Real Estate or any of the Improvements, or any

part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Real Estate or the Improvements, together with any and all rights and claims of any kind that the Mortgagor may have against any such lessee under the Leases or against any subtenants or occupants of the Real Estate or any of the Improvements, all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"; provided, however, so long as no Event of Default has occurred, the Mortgagor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof); and

(iv) any award, dividend or other payment made hereafter to the Mortgagor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. The Mortgagor hereby appoints the Mortgagee as the Mortgagor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment.

- D. All building materials, equipment, fixtures, tools, apparatus and fittings of every kind or character now owned or hereafter acquired by the Mortgagor for the purpose of, or used or useful in connection with, the Improvements, wherever the same may be located, including, without limitation, all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, nails, wires, wiring, engines, boilers, furnaces, tanks, motors, generators, switchboards, elevators, escalators, plumbing, plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, stoves, refrigerators, dishwashers, hot water heaters, garbage disposers, trash compactors, other appliances, carpets, rugs, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, and all other building materials, equipment and fixtures of every kind and character used or useful in connection with the Improvements.
- E. Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to the Mortgagee, or in which the Mortgagee is granted a security interest, as and for additional security hereunder by the Mortgagor, or by anyone on behalf of, or with the written consent of, the Mortgagor, including without limitation, (as defined in the Alabama Uniform Commercial Code, Article 9A) all Accounts, Equipment, Inventory, contract rights, Documents, General Intangibles, Payment Intangibles, now owned or hereafter acquired, and any and all proceeds therefrom.

**EXHIBIT A
TO
UCC-1**

[Legal Description]

A parcel of land located in the SE 1/4 of the NE 1/4 of Section 25, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: Commence at the NE corner of said Section 25; thence run South 01° 59' 08" West, along the East line of said Section 25, a distance of 3,030.58 feet to the Northerly right of way line of CSX Transportation Railroad; thence North 65° 18' 47" West, along said Railroad right of way, a distance of 672.38 feet to a point on the Easterly right of way line of Interstate 65; thence North 28° 24' 48" West, along said Interstate 65 right of way line and leaving said CSX right of way a distance of 24.75 feet; thence North 00° 19' 13" West, along said Interstate 65 right of way line, a distance of 632.01 feet to the point of beginning; thence continue along the last described course and along said Interstate 65 right of way line for 277.72 feet; thence run North 89° 40' 47" East for 414.17 feet to a point on the Westerly right of way line of McCain Parkway; thence run in a Southerly direction along said road right of way line and along a curve having a chord bearing of South 25° 17' 17" East and a radius of 111.91 feet for a distance of 53.44 feet to the end of said curve and the beginning of a compound curve to the right, said curve having chord bearing of South 01° 25' 03" East and a radius of 552.59 feet and run along the arc of said curve and said road right of way line for a distance of 196.55 feet; thence run South 08° 46' 20" West along said road right of way line for 33.88 feet; thence run South 89° 34' 29" West for 434.91 feet to the point of beginning.