

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



20101217000424850 1/8 \$41.00
Shelby Cnty Judge of Probate, AL
12/17/2010 02:54:54 PM FILED/CERT

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Schulte Roth & Zabel LLP
919 Third Avenue
New York, New York 10022
Attn: Noam Greenberg, Esq.
Ref. No : 079464.0002

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

OR	1a. ORGANIZATION'S NAME COMMUNITY EDUCATION CENTERS, INC.						
	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX		
1c. MAILING ADDRESS 35 Fairfield Place			CITY West Caldwell	STATE NJ	POSTAL CODE 07006	COUNTRY USA	
1d. TAX ID#: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION Delaware			1g. ORGANIZATIONAL ID #, if any 2642595 <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

OR	2a. ORGANIZATION'S NAME						
	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. 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)

OR	3a. ORGANIZATION'S NAME TAG FINANCING, LLC					
	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 301 Commerce Street, Suite 3300			CITY Fort Worth	STATE TX	POSTAL CODE 76102	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's estate, rights, title and interest in, to and under the Collateral listed on Exhibit B hereto, whether now owned or held or hereafter acquired from time to time, located or used in connection with the real property described in Exhibit A hereto.

Some of the property described in Exhibit B is now, or may in the future become, affixed to the Land described on Exhibit A attached hereto and made a part hereof. The Debtor is the record owner of the land.

*This financing statement is filed as additional security for the indebtedness secured by a mortgage executed by the Debtor in favor of the Secured Party recorded concurrently herewith.

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☒ 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]

☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Alabama

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OR FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

COMMUNITY EDUCATION CENTERS, INC.

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

20101217000424850 2/8 \$41.00
Shelby Cnty Judge of Probate, AL
12/17/2010 02:54:54 PM FILED/CERT**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

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. TAX ID #: SSN OR
EINADD'L INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF
ORGANIZATION11g. 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 and incorporated by
Reference herein**15. Name and address of a RECORD OWNER of above-described
real estate (if Debtor does not have a record interest):

16. Additional collateral description:

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 Estate18. 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**FILING OFFICE COPY—NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV.07/29/02)**

UCC-1 Fixture Filing

Debtor: Community Education Centers, Inc.

Exhibit A to UCC-1 Fixture Filing

Legal Description of Property

See Attached



20101217000424850 3/8 \$41.00
Shelby Cnty Judge of Probate, AL
12/17/2010 02:54:54 PM FILED/CERT

EXHIBIT A

PARCEL ONE:

Commence at the NE corner of Section 27, Township 21 South, Range 1 West; thence proceed in a Southerly direction along the East boundary of said Section for a distance of 849.40 feet to the point of intersection with the NW right of way line of Industrial Road; thence turn an angle of 55 degrees 51 minutes to the right and run along said right of way for a distance of 132.92 feet to the point of beginning of the parcel of land herein described; thence continue in the same direction along said right of way for a distance of 251.83 feet to a point; thence proceed along a curve to the left (concave Southeasterly and having a radius of 435.14 feet), continuing along said right of way for an arc distance of 110.30 feet to a point; thence turn an angle of 101 degrees 55 minutes 24 seconds to the right, from a tangent to the curve, and run for a distance of 272 feet to a point; thence turn an angle to 33 degrees 59 minutes 11 seconds to the right and run for a distance of 90.30 feet to a point; thence turn an angle to 2 degrees 00 minutes 01 seconds to the right and run for a distance of 60.10 feet to a point; thence turn an angle of 2 degrees 11 minutes 16 seconds to the right and run for a distance of 225.50 feet to a point; thence turn an angle of 24 degrees 28 minutes 56 seconds to the right and proceed along a curve to the right (concave Southeasterly and having a radius of 354.41 feet) for an arc distance of 227.60 feet to a point; thence turn an angle of 15 degrees 20 minutes 00 seconds to the right from a tangent to the curve, and run for a distance of 40.10 feet to a point; thence turn an angle of 4 degrees 56 minutes 28 seconds to the right and run for a distance of 125.74 feet to a point; thence turn an angle of 10 degrees 43 minutes 03 seconds to the right and run for a distance of 117.09 feet to a point; thence turn an angle of 86 degrees 17 minutes 55 seconds to the right and run for a distance of 121.72 feet to a point; thence turn an angle of 90 degrees 00 minutes 00 seconds to the left and run for a distance of 16.00 feet to a point; thence turn an angle of 90 degrees 00 minutes 00 seconds to the right and run for a distance of 434.03 feet to the point of beginning, said property lying in the NE 1/4 of Section 27, Township 21 South, Range 1 West.

Situated in Shelby County, Alabama.


According to survey of Jimmy A. Gay, RLS #8759, dated June 27, 1991, and updated revised survey of Jon P. Strength, RLS #21181, of Gonzales-Strength & Associates, updated March 21, 2002, certified March 27, 2002, Job No. 11618.

PARCEL TWO:

Commence at the Northeast corner of Section 27, Township 21 South, Range 1 West; thence run in a Southerly direction along the East line of Section 27 for a distance of 849.27 feet to a point on the Northwest right-of-way of Industrial Road; thence turn an angle to the right of 55 degrees 51 minutes 35 seconds and run in a Southwesterly direction along the Northwest right-of-way for a distance of 384.75 feet; thence turn an angle to the left of 90 degrees 00 minutes and run in a Southeasterly direction for a distance of 80.00 feet to a point on the Southeast right-of-way of Industrial Road, to the point of beginning; from said point of beginning thus obtained, thence turn an angle to the right of 90 degrees 00 minutes to the tangent of a curve to the left having a central angle of 45 degrees 24 minutes 53 seconds and a radius of 355.14 feet; thence run in a Southwesterly direction along the arc of said curve and the Southeast right-of-way of Industrial Road for a distance of 281.50 feet; thence turn an angle to the left from the tangent if extended to said curve of 44 degrees 35 minutes 10 seconds and run in a Southeasterly direction for a distance of 94.43 feet to a point at the intersection of the North right-of-way of Alabama

Highway No. 70 and the Northwest right-of-way of the Southern Railroad right-of-way; thence turn an angle to the left of 90 degrees 00 minutes and run in a Northeasterly direction along the Northwest right-of-way of the Southern Railroad for distance of 523.87 feet; thence turn an angle to the left of 89 degrees 54 minutes 58 seconds and run in a Northwesterly direction for a distance of 200.26 feet to a point on the Southeast right-of-way of Industrial Road; thence turn and angle to the left of 90 degrees 04 minutes 59 seconds and run in a Southwesterly direction along the Southeast right-of-way of Industrial Road a distance of 271.23 feet to the point of beginning.

According to survey of Jimmy A. Gay, RLS #8759, dated June 27, 1991, and updated revised survey of Jon P. Strength, RLS #21181, of Gonzales-Strength & Associates, updated March 21, 2002, certified March 27, 2002, Job No. 12288.-17267.


20101217000424850 5/8 \$41.00
Shelby Cnty Judge of Probate, AL
12/17/2010 02:54:54 PM FILED/CERT

UCC-1 Fixture Filing

Debtor: Community Education Centers, Inc.

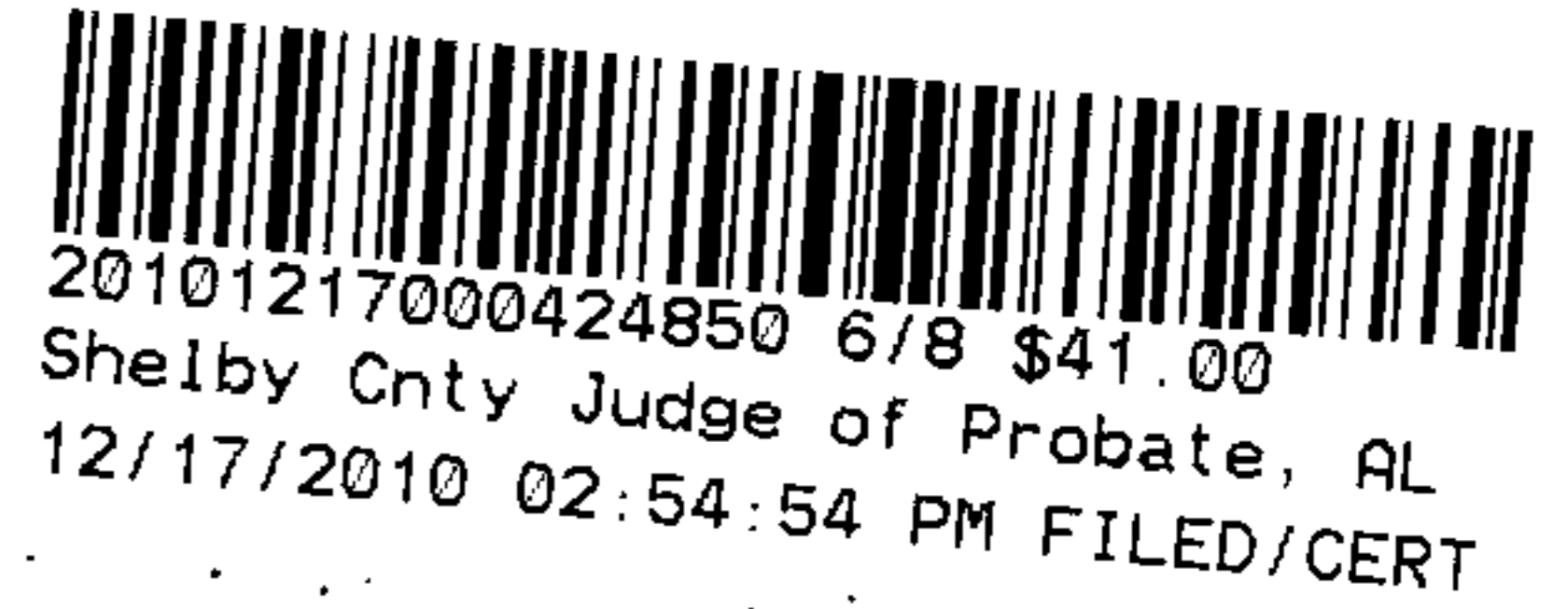


Exhibit B to UCC-1 Fixture Filing

Description of Collateral

(a) Real Estate. All of the real property described in Exhibit "A" (the "Land"), and all additional lands and estates therein now owned or hereafter acquired by Debtor for use or development with the Land or any portion thereof, together with all and singular the tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in any way pertaining to the Land, and such additional lands and estates therein (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all development rights, air rights, riparian rights, water, water rights, water stock, all rights in, to and with respect to, any and all oil, gas, coal, minerals and other substances of any kind or character underlying or relating to the Land, and such additional lands and estates therein and any interest therein; all estate, claim, demand, right, title or interest of Debtor in and to any street, road, highway or alley, vacated or other, adjoining the Land, or any part thereof, and such additional lands and estates therein; all strips and gores belonging, adjacent or pertaining to the Land, or such additional lands and estates; and any after-acquired title to any of the foregoing (herein collectively referred to as the "Real Estate");

(b) Improvements. All buildings, structures and other improvements, and any additions and alterations thereto or replacements thereof, now or hereafter built, constructed or located upon the Real Estate; and, to the extent that any of the following items of property constitutes fixtures under applicable laws, all of Debtor's right, title and interest in and to all furnishings, fixtures, fittings, appliances, apparatus, equipment, machinery, building and construction materials, and other articles of every kind and nature whatsoever and all replacements thereof, now or hereafter affixed or attached to, placed upon or used in any way in connection with the complete and comfortable use, enjoyment, occupation, operation, development and/or maintenance of the Real Estate, or such buildings, structures and other improvements, including, but not limited to, partitions, furnaces, boilers, oil burners, radiators, piping, plumbing, and bathroom fixtures, refrigeration, heating, ventilating, air conditioning, and sprinkler systems, other fire prevention and extinguishing apparatus and materials, vacuum cleaning systems, gas and electric fixtures, incinerators, compactors, elevators, engines, motors, generators and all other articles of property which are considered fixtures under applicable law (such buildings, structures and other improvements and such other property are herein collectively referred to as the "Improvements"; the Real Estate and the Improvements are herein collectively referred to as the "Property");

(c) Goods. All building materials, goods, construction materials, appliances (including, without limitation, stoves, ranges, ovens, disposals, refrigerators, water fountains and coolers, fans, heaters, dishwashers, clothes washers and dryers, water heaters, hood and fan combinations, kitchen equipment, laundry equipment, kitchen cabinets and other similar equipment), stocks, beds, mattresses, bedding and linens, supplies, blinds, window shades,

drapes, carpets, floor coverings, manufacturing equipment and machinery, office equipment, growing plants and shrubberies, control devices, equipment (including window cleaning, building cleaning, swimming pool, recreational, monitoring, garbage, pest control and other equipment), motor vehicles, tools, furnishings, furniture, lighting, non-structural additions to the Real Estate and Improvements and all other tangible property of any kind or character, together with all replacements thereof, now or hereafter located on or in, or used or useful in connection with, the complete and comfortable use, enjoyment, occupation, operation, development and/or maintenance of the Property, regardless of whether or not located on or in the Property or located elsewhere for purposes of storage, fabrication or otherwise (herein collectively referred to as the "Goods");

(d) Intangibles. All goodwill, trademarks, trade names, option rights, purchase contracts, real and personal property tax refunds, books and records and general intangibles of Debtor relating to the Property, and all accounts, contract rights, instruments, chattel paper and other rights of Debtor for the payment of money for property sold or lent, for services rendered, for money lent, or for advances or deposits made, and any other intangible property of Debtor relating to the Property (herein collectively referred to as the "Intangibles");

(e) Leases. All leases, licenses, occupancy agreements, concessions and other arrangements, oral or written, now existing or hereafter entered into, whereby any person agrees to pay money or any other consideration for the use, possession or occupancy of, or any estate in the Property or any portion thereof, or interest therein (herein collectively referred to as the "Leases"), and the right, subject to applicable law, upon the occurrence of any Event of Default, to receive and collect the Rents (as hereinafter defined) paid or payable thereunder;

(f) Plans. All plans and specifications, designs, drawings and other information, materials and matters heretofore or hereafter prepared relating to the Improvements or any construction on the Real Estate (herein collectively referred to as the "Plans");

(g) Permits. To the extent assignable, all permits, franchises, licenses, approvals and other authorizations respecting the use, occupation and operation of the Property, and every part thereof, and respecting any business or other activity conducted on or from the Property, and any product or proceed thereof or therefrom, including, without limitation, all building permits, certificates of occupancy and other licenses, permits and approvals issued by governmental authorities having jurisdiction (herein collectively referred to as the "Permits");


(h) Contracts. All agreements, contracts, certificates, instruments, warranties, appraisals, engineering, environmental, soils, insurance and other reports and studies, books, records, correspondence, files, and advertising materials and other documents now or hereafter obtained or entered into, as the case may be, pertaining to the construction, use, occupancy, possession, operation, management, leasing, maintenance and/or ownership of the Property, and all right, title and interest of Debtor therein (herein collectively referred to as the "Contracts");

(i) Leases of Furniture, Furnishings, and Equipment. All leases (pursuant to which Debtor is lessee) of furniture, furnishings, equipment and any other Goods now or hereafter installed in or at any time used in connection with the Property;

(j) Rents. All rents, issues, profits, royalties, avails, income and other benefits derived or owned, directly or indirectly, by Debtor from the Property, including, without limitation, all rents and other consideration payable by tenants, claims against guarantors and any cash or other securities deposited to secure performance by tenants under the Leases (herein collectively referred to as "Rents");

(k) Proceeds. All proceeds of the conversion (voluntary or involuntary) of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards (herein collectively referred to as "Proceeds"); and

(l) Other Property. All other property and rights of Debtor of every kind and character relating to the Property, and all proceeds and products of any of the foregoing.


20101217000424850 8/8 \$41.00
Shelby Cnty Judge of Probate, AL
12/17/2010 02:54:54 PM FILED/CERT