

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented: _____	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to: Najjar Denaburg, P.C. ATTN: KARREN UNDERWOOD 2125 Morris Avenue Birmingham, AL 35203		<div style="writing-mode: vertical-rl; transform: rotate(180deg);"> Inst # 2000-03812 02/07/2000-03812 10:37 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 18.00 004 HNS </div>
2. Name and Address of Debtor (Last Name First if a Person) 2 Azians, Inc. P.O. Box 340 Wilton, AL 35187		
Social Security/Tax ID # _____		
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) _____		
Social Security/Tax ID # _____		
<input type="checkbox"/> Additional debtors on attached UCC-E		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office
3. SECURED PARTY (Last Name First if a Person) Compass Bank 2nd Floor Daniel Building 15 South 20th Street Birmingham, AL 35233		
Social Security/Tax ID # _____		
<input type="checkbox"/> Additional secured parties on attached UCC-E		Filed with Judge of Probate Shelby County
4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) _____		

5. The Financing Statement Covers the Following Types (or items) of Property:

 The property described on Schedule "I" attached hereto and incorporated herein by this reference.

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:

- Check X if covered: ☐ Products of Collateral are also covered.
6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)
- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.
 - ☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.
 - ☐ which is proceeds of the original collateral described above in which a security interest is perfected.
 - ☐ acquired after a change of name, identity or corporate structure of debtor
 - ☐ as to which the filing has lapsed.

7. Complete only when filing with the Judge of Probate:
 The initial indebtedness secured by this financing statement is \$ **1,275,000.00**
Given as additional security for mortgage
 Mortgage tax due (15¢ per \$100.00 or fraction thereon) \$ _____
 8. ☐ This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)

Signature(s) of Secured Party(ies)
 (Required only if filed without debtor's Signature — see Box 6)

2 Azians, Inc.
 By: *Hien Huynh*
 Signature(s) of Debtor(s) **Hien Huynh, President**
 2 Azians, Inc.
 Type Name of Individual or Business

Signature(s) of Secured Party(ies) or Assignee
Brian
 Signature(s) of Secured Party(ies) or Assignee
Compass Bank
 Type Name of Individual or Business

SCHEDULE "I"
TO
FINANCING STATEMENT (UCC-1)

Debtor/Mortgagor: 2 Azians, Inc.

Secured Party/Mortgagee: Compass Bank

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The following (hereinafter "Mortgaged Property"):

- a) The Land situated in Shelby County, Alabama and described on Exhibit "A" attached hereto and incorporated herein by this reference;
- b) Together with all buildings, equipment, machinery, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, buildings, materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and used or intended to be used in connection with or with the operation of the Mortgaged Property, and the buildings, structures or other improvements located thereon, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever the same may be located;
- c) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Mortgaged Property, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Mortgagor of, in and to the same, including but not limited to: i) all rents, royalties, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; and ii) all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Mortgagee is hereby authorized on behalf of and in the name of Mortgagor to execute and deliver valid acquittance for, and appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorney's fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;
- d) Together with all contract and contract rights now existing or hereafter

arising which are related to the operation of the property described in Exhibit "A", reserving to Borrower, however, as long as Borrower is not in default, the right to receive the benefits of such contracts and said contract rights.

e) Together with all leases, written or oral, and all agreements for use or occupancy of any portion of the Mortgaged Property with respect to which the Mortgagor is the lessor, 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 Mortgaged Property (all such leases, subleases, agreements and tenancies heretofore mentioned, being hereinafter collectively referred to as the "Leases");

f) Together with any and all guaranties of the lessees' and any sublessees' performance under any of the Leases;

g) Together with 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 Mortgaged Property 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 Mortgaged Property, 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 Mortgaged Property (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);

h) Together with 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. 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;

i) Together with any awards hereafter made for any taking of or injury to said Mortgaged Property through eminent domain or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance at any time provided for the benefits of Mortgagee, all of which awards, damages, premiums, and payments are hereby assigned to Mortgagee and may be at any time collected by it; and

j) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described above, including, but not limited to, all insurance, contract and tort proceeds and claims.

EXHIBIT "A"

A Parcel of land located in the E 1/2 of the NW 1/4 of Section 20, Township 22 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of said Section 20 and run in an Easterly direction along the Southern boundary line of said quarter-quarter for a distance of 1,323.70 feet to the point of beginning; thence turn an interior angle left 92 degrees, 07 minutes, 23 seconds and run in a Southerly direction 636.41 feet to the Northern right of way line of Shelby County Highway #10 having variable width right of way and the beginning of a curve to the right, said curve having a radius of 1,949.86 feet, a central angle of 05 degrees, 04 minutes, 37 seconds, a chord distance of 172.72 feet and an interior chord angle to the right 98 degrees, 11 minutes, 12 seconds; thence run in a Southeasterly direction along the arc of said curve for a distance of 172.78 feet; thence leaving said curve turn an exterior angle to the left from said chord 177 degrees, 27 minutes, 43 seconds and continue along said right of way in a Southeasterly direction for a distance of 103.10 feet; thence turn an exterior angle to the left 90 degrees, 00 minutes, 00 seconds and continue along said right of way line in a Southwesterly direction for a distance of 10.00 feet to the beginning of a curve to the right, said curve having a radius of 1,175.92 feet, a central angle of 05 degrees, 55 minutes, 08 seconds, a chord distance of 121.42 feet and an interior chord angle to the right 92 degrees, 57 minutes, 34 seconds; thence run in a Southeasterly direction along the arc of said curve for a distance of 121.48 feet to the point of right of way intersection of Shelby County Highway #10 and County Road #17; thence leaving Shelby County Highway #10 right of way and said curve, turn an interior angle to the right from said chord 79 degrees, 20 minutes, 54 seconds and run in a Northeasterly direction along the variable width Western right of way line of County Road #17 for a distance of 71.91 feet; thence turn an interior angle to the right 141 degrees, 13 minutes, 21 seconds and run in a Northwesterly direction along County Road #17 right of way for a distance of 90.00 feet; thence turn an interior angle to the right 90 degrees, 00 minutes, 00 seconds and run in a Southwesterly direction along said right of way line for a distance of 5.00 feet and the beginning of a curve to the right, said curve having a radius of 1,394.19 feet; a central angle of 19 degrees, 58 minutes, 00 seconds, a chord distance of 483.40 feet and an exterior chord angle to the left 80 degrees, 01 minutes, 00 seconds; thence run in a Northwesterly direction along the arc of said curve and said right of way line for a distance of 485.85 feet; thence leaving said curve turn an interior angle to the right from chord 99 degrees, 59 minutes, 00 seconds and run in a Southwesterly direction along said right of way line for a distance of 5.00 feet; thence turn an exterior angle to the left 90 degrees, 00 minutes, 00 seconds and run in a Northwesterly direction along said right of way line for a distance of 176.53 feet; thence leaving said right of way line of County Road #17 turn an interior angle to the right 111 degrees, 15 minutes, 35 seconds and run in a Northwesterly direction for a distance of 72.97 feet; thence turn an interior angle to the right 84 degrees, 31 minutes, 08 seconds and run in a Southerly direction for a distance of 34.03 feet and the point of beginning.

Inst # 2000-03812

02/07/2000-03812
10:37 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 HHS 18.00