

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

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented: 5	This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
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1. Return copy or recorded original to: James Kendrick Noble III American Commerical Capital LLC 5963 La Place Court, Suite Carlsbad, California 92008 Pre-paid Acct. # _____ Unit # 1501435	THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg);"> Inst # 2001-01925 </div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);"> 01/18/2001-01925 10:05 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 20.00 MMB </div> </div>
2. Name and Address of Debtor (Last Name First if a Person) FAROOQI ENTERPRISES, INC. 30 Poppy Hill Road Laguna Niguel, California 92677 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	FILED WITH: Judge of Probate of Shelby County, Alabama
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3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) AMERICAN COMMERCIAL CAPITAL LLC 5963 La Place Court, Suite 300 Carlsbad, California 92008 Social Security/Tax ID # _____	4. ASSIGNEE OF SECURED PARTY (If any) (Last Name First if a Person)
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<input type="checkbox"/> Additional secured parties on attached UCC-E	5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered
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5. The Financing Statement Covers the Following Types (or items) of Property: The items described in the Schedule of Collateral attached hereto and incorporated herein by reference for all purposes, as the same relate to the land and improvements and/or leasehold interests therein, as applicable, as described in <u>Exhibit A</u> attached hereto (collectively, the "Mortgaged Property"). This financing statement is filed as additional security for the indebtedness secured by a certain mortgage executed by the debtor in favor of secured party and recorded concurrently with the filing of this financing statement. This financing statement is to be cross-indexed in the real estate mortgage records. This financing statement is also filed as a fixture filing and should be cross-indexed in the index of fixture filings. The mortgage taxes have been paid.	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">0</td><td style="text-align: center;">0</td><td style="text-align: center;">0</td> <td style="text-align: center;">8</td><td style="text-align: center;">0</td><td style="text-align: center;">0</td> </tr> <tr> <td style="text-align: center;">1</td><td style="text-align: center;">0</td><td style="text-align: center;">0</td> <td style="text-align: center;">9</td><td style="text-align: center;">0</td><td style="text-align: center;">0</td> </tr> <tr> <td style="text-align: center;">2</td><td style="text-align: center;">0</td><td style="text-align: center;">0</td> <td style="text-align: center;">—</td><td style="text-align: center;">—</td><td style="text-align: center;">—</td> </tr> <tr> <td style="text-align: center;">3</td><td style="text-align: center;">0</td><td style="text-align: center;">0</td> <td style="text-align: center;">—</td><td style="text-align: center;">—</td><td style="text-align: center;">—</td> </tr> <tr> <td style="text-align: center;">5</td><td style="text-align: center;">0</td><td style="text-align: center;">0</td> <td style="text-align: center;">—</td><td style="text-align: center;">—</td><td style="text-align: center;">—</td> </tr> <tr> <td style="text-align: center;">6</td><td style="text-align: center;">0</td><td style="text-align: center;">0</td> <td style="text-align: center;">—</td><td style="text-align: center;">—</td><td style="text-align: center;">—</td> </tr> <tr> <td style="text-align: center;">7</td><td style="text-align: center;">0</td><td style="text-align: center;">0</td> <td style="text-align: center;">—</td><td style="text-align: center;">—</td><td style="text-align: center;">—</td> </tr> </table>	0	0	0	8	0	0	1	0	0	9	0	0	2	0	0	—	—	—	3	0	0	—	—	—	5	0	0	—	—	—	6	0	0	—	—	—	7	0	0	—	—	—
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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) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor. <input type="checkbox"/> 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 \$ _____ Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ <u>N/A</u>
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8. <input checked="" type="checkbox"/> 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)

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

Signature(s) of Debtor(s)
SEE ATTACHED SIGNATURE PAGE

Signature(s) of Secured Party(ies) or Assignee

Debtor:
FAROOQI ENTERPRISES, INC.
30 Poppy Hill Road
Laguna Niguel, California 92008

UNIT # 1501435

Secured Party:
AMERICAN COMMERCIAL
CAPITAL LLC
5963 La Place Court, Suite 300
Carlsbad, CA 92008

SCHEDULE 1

All of the following whether now owned or existing, hereafter acquired or arising, or in which the Debtor now or hereafter has any rights, and wheresoever located:

The Collateral, whether now owned and existing or hereafter acquired or arising, all additions and accessions thereto, substitutions therefor and replacements and improvements of or to any or all of the foregoing, and all products and proceeds thereof. For this purpose the following terms have the following meanings:

"Business" means the business of operating the Unit in accordance with the Principal Agreements (as defined in the Security Agreement).

"Certificate of Title" means any certificate or document evidencing title.

"Collateral" means the Property, all Goods (including Equipment and Inventory), General Intangibles, Accounts, Certificates of Title, Fixtures, Money, Instruments, Investment Property, Documents, Chattel Paper, Deposit Accounts, Letters of Credit, credit balances, deposits, bankers' acceptances, guaranties, credits, claims, choses in action, demands, liens, security interests, rights, insurance, awards, deposits, compensation, remedies, title and interest in, to and in respect of other Collateral, and all Collateral Revenues and all other personal property, now or hereafter owned, acquired, existing, arising, held, sold, used or consumed in connection with the Business or the Unit or the Property and any other property, rights, and interests which at any time relate to, arise out of or in connection with the foregoing or which come into the possession, custody or control of Secured Party or any of its agents, representatives, associates or correspondents, for any purpose.

"Collateral Revenues" means with respect to any Collateral all interest, income, rents, dividends, distributions and earnings thereon or other monies or revenues derived therefrom, including any such property received in connection with any disposition of any Principal Agreement, all moneys which may become payable or received under any policy insuring the Collateral or otherwise required to be maintained under the Security Agreement (including return of unearned premiums), all awards in connection with any condemnation, and all rights of Debtor to refunds of real estate taxes and assessments.

Debtor:
FAROOQI ENTERPRISES, INC.
30 Poppy Hill Road
Laguna Niguel, California 92008

UNIT # 1501435

Secured Party:
AMERICAN COMMERCIAL
CAPITAL LLC
5963 La Place Court, Suite 300
Carlsbad, CA 92008

SCHEDULE 1 - cont'd

“Property” means the real property and improvements thereon upon which the Debtor operates the Business, as more particularly described on Exhibit A attached hereto.

“UCC” means the Uniform Commercial Code as adopted in the State where the Property is located.

“Unit” means the Business, Collateral and Property and other property and assets related to the Business or located at the Property.

Terms used herein and not otherwise defined have the meaning accorded to such terms in the UCC.

[Signature Page Follows]

Executed as of December 22, 2000.

DEBTOR:

FAROOQI ENTERPRISES, INC.
a Nevada corporation

By: _____

Nasir Farooqi
President

**EXHIBIT A
LEGAL DESCRIPTION**

Description of a parcel of land situated in Section 21, Township 22 South, Range 2 West, in Town of Calera in Shelby County, Alabama, and being more particularly described as follows:

From the point of intersection of the East right of way line of U.S. Highway 31 with the South right of way line of 18th Avenue, a Calera city street, run thence in a Southerly direction along said East right of way line of U.S. Highway 31 for a distance of 100.00 feet to the point of beginning of the parcel herein described; from the point of beginning thus obtained, continue along said East right of way line of U.S. Highway 31 in the same Southerly direction for a distance of 160.00 feet, thence turn an angle to the left of 88 degrees 33 minutes 20 seconds and run in an Easterly direction parallel to said 18th Avenue for a distance of 262.45 feet, thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run in a Northerly direction for a distance of 151.91 feet, thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run in a Westerly direction for a distance of 117.50 feet, thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run in a Northerly direction for a distance of 108.00 feet to a point on the South right of way line of said 18th Avenue, thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run in a Westerly direction along said right of way line for a distance of 76.50 feet, thence turn an angle to the left of 91 degrees 26 minutes 40 seconds and run in a Southerly direction for a distance of 100.00 feet, thence turn an angle to the right of 91 degrees 26 minutes 40 seconds and run in a Westerly direction for a distance of 75.00 feet to the point of beginning.

Situated in Shelby County, Alabama.

And further described as:

(See attached)

Unit Number 1501435

A tract of land containing 1.12 acres, more or less, situated in Section 21, Township 22 South, Range 2 West, in the Town of Calera, Shelby County, Alabama being more particularly described as follows:

Beginning at the intersection of the East right of way of U.S. Highway 31 and the South right of way of 18th Avenue and run S 00°00'00" E for a distance of 100 feet along the East right of way of U.S. Highway 31 to the True Point of Beginning; thence continue S 00°00'00" E for a distance of 160 feet; thence run S 88°33'20" E to the West right of way of a 20 foot unimproved alley for a distance of 262.45 feet; thence run N 01°26'40" E along the West right of way of said 20 foot alley for a distance of 151.91 feet; thence run N 88°33'20" W for a distance of 117.46 feet; thence run N 01°26'40" E to the South right of way of 18th Avenue for a distance of 108.00 feet; thence run N 88°33'20" W along said South right of way of 18th Avenue for a distance of 76.50 feet; thence run S 00°00'00" W for a distance of 100.00 feet; thence run N 88°33'20" W for a distance of 75.00 feet back to the True Point of Beginning.

Inst # 2001-01925

01/18/2001-01925
10:05 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

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Calera