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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
Curt M. Johnson Johnson Caldwell & McCoy Suite 201 117 North Lanier Avenue Lanett, AL 36863

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						
Mountain Brook Lodging, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2451 Moody Parkway			Moody	AL	35004	
ADD'L INFO RE ORGANIZATION DEBTOR		1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any		
		Limited Liability Co.	Alabama	☒ 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		
				☐ 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						
CharterBank						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
600 3rd Avenue			West Point	GA	31833	

4. This FINANCING STATEMENT covers the following collateral:

All property of debtor, including, but not limited to items shown on Exhibit "A-1"

Also, property as described in mortgage recorded in instrument number:
20080411000149260

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						

EXHIBIT "A-1"

UCC-1 FINANCING STATEMENT (HOTEL LOAN)

This Exhibit A-1 is attached to, and is a part of, the Mortgage and Security Agreement and Financing Statement. Certain capitalized terms used in this Exhibit A-1 are defined in this Exhibit A-1, in some cases after such terms are first used. Item [4] of the Financing Statement is supplemented as follows.

1. Description Of Collateral. This Security Agreement and Financing Statement covers all of Debtor's right, title and interest in, to, and under the following property of Debtor, whether now owned or hereafter acquired, now existing or hereafter arising and whenever located (the "Collateral");

1.1 Certain Defined Items of Collateral. All Accounts, Deposit Accounts, Commercial Tort Claims, Contracts, Documents, Equipment, General Intangibles, Payment Intangibles, Hotel Revenues, Improvements, Instruments, Inventory, Leases, Money, Permits, Proceeds, and Rents, all as defined below;

1.2 Franchise Agreements. Any hotel franchise agreements executed by Borrower or Tenant relating to the operation of the Hotel.

1.2 Other Property and Rights. Any and all other property of Debtor of any kind, nature, type, or character whatsoever, except to the extent that Debtor is legally prohibited from pledging or granting a security interest in such property; and

1.3 Proceeds. Money and rights to payment arising from the operation of the Mortgages Property and all Proceeds, together with all additions to, substitutions for, extensions to, replacements of or accessions to, or products of, any of the items recited as aforesaid.

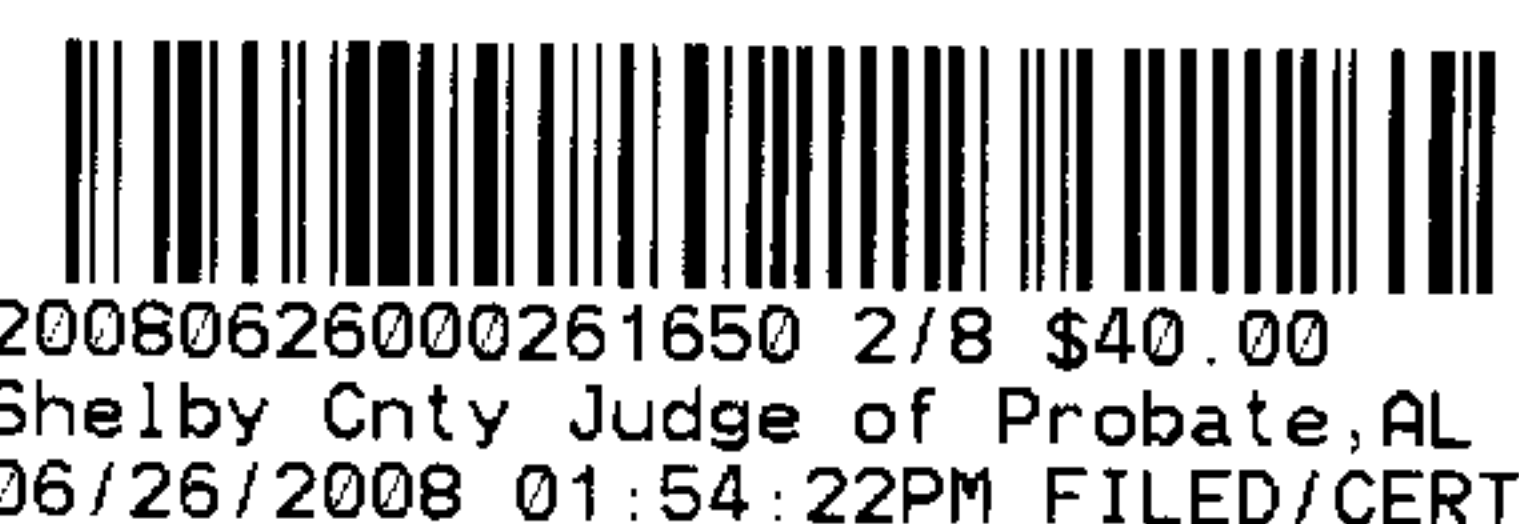
2. Definitions. As used in this Security Agreement and Financing Statement, the following terms shall have the following meanings:

2.1 "Accounts" means accounts (as defined in the UCC) arising out of or in connection with the operation of the Mortgaged Property (including the Hotel and Hotel Revenues) and all other accounts (including bank accounts, reserve accounts, and reserve accounts for replacement of fixtures, furnishings and equipment), including any such accounts described in any Management Agreement and all accounts receivable, inventory accounts, contract right, chattel paper, notes, acceptances, insurance policies, Instruments, Documents or other rights to payment and all forms of obligations owing at any time to Debtor thereunder, and all liens, security interests, guaranties, remedies, privileges and other rights pertaining thereto, and all rights and remedies of any kind forming the subject matter of any of the foregoing. Without limiting the generality of the foregoing, the term "Accounts" shall include Debtor's entire interest in:

2.1.1 Income. All income, rents, issues, profits, revenues, deposits and other benefits from the Mortgaged Property;

2.1.2 Rents, Receivables. All receivables and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Debtor or any operator or manager of the Mortgaged Property (including Manager) or space located at the Mortgage Property or the Hotel or acquired from others (including Hotel Revenues and revenues from rental or space, halls, stores, and offices, and deposits securing reservations of such space, exhibit or sales space of every kind, license, lease, sublease and concession fees and rentals, health club membership fees, proceeds from the wholesale and retail sales of merchandise, service charges, and vending machine sales);

2.1.3 Money, Instruments, Etc. All sums of Money, and all instruments, documents and securities held in any accounts in connection therewith, or any demand, time, savings or other account maintained with any bank or certificate of deposit issued by any bank with the proceeds of such account;



2.1.4 Reserves, Deposits, Etc. All reserves, deferred payments, deposits, refunds, receivables and payment of any kind relating to the construction, operation, alteration, marketing or promotion of the Hotel or any Improvements or held by any third party pursuant to a Contract; and,

2.1.5 Books and Records. All records and books of account now or hereafter maintained (whether on paper or in electronic or other form) by or on behalf of Debtor or Manager in connection with the operation of the Mortgaged Property or in connection with any items of Collateral.

2.2 "Contracts" means all contracts with property manager, surveyors, real estate advisor and consultants, real estate brokers, and other like agents and professionals that relate to any of the Mortgages Property or any improvements constructed or to be constructed or altered on the Mortgaged Property; and leases, installment purchase agreements, or other documents or arrangements that permit Debtor to use any Equipment; all agreements or contracts to which Debtor is a party or that are assigned to Debtor by Manager; the Purchase agreements; all agreements or contracts in connection with the construction, operation, management, marketing or promotion of the Mortgaged Property or the Hotel (including agreements for the sale, lease, or exchange of goods or other property and/or the performance of services, in each case whether now in existence or hereafter arising or acquired); all agreements relating to reservations systems, hotel group, name franchise, licensing, chain affiliation, telephone or utility service (including the use of "800", or "888," "877", or other telephone numbers exclusive to the Hotel); all contracts and agreements relating to the construction, maintenance, operation, occupancy, repair, servicing, provisioning, advertising, promotion, sale, alteration, development, use, or financing of the Mortgaged Property, the Hotel, or any portion thereof, or for the purchase of materials for any of the foregoing purposes; contracts for the performance of work, or the providing of furnishings, fixtures, goods, services, material or equipment, for or relating to the construction, development, equipping or fixturing of the Improvements, including any and all construction management agreements, architectural agreements, construction consulting agreement(s), general contract(s) and subcontracts; all warranties and guaranties relating to the Mortgaged Property of the Hotel, including any warranties or guaranties provided by any contractor, subcontractor, designer, architect, or other party with respect to the Mortgaged Property of the Hotel; all contracts and agreements of Debtor relating to plans, specifications, studies, data, drawings and models relating to the Mortgaged Property or any development, improvement or alteration thereof; all contracts by which Debtor (including for the benefit of Debtor's guests) obtains the right to use any golf course or other recreational facilities, nearby real property, or other real property of any kind for any purpose (including parking, recreation, or otherwise for the benefit of the Hotel); all amendments, modifications, and supplements relating to any of the foregoing from time to time; and all contract rights, claims, and interests of any kind held by Debtor arising under any of the foregoing or otherwise against or with respect to any third party whatsoever.

2.3 "Documents" means all documents as defined in the UCC or other receipts covering, evidencing, or representing property of any kind now owned or hereafter acquired by Debtor.

2.4 "Equipment" means all "equipment" as defined in the UCC, now or hereafter owned by Debtor or in which Debtor has or shall acquire an interest (leasehold or otherwise), now or hereafter located on, attached to or contained in or used or usable in connection with the Mortgaged Property (including in connection with the marketing and promotion of the Hotel), together with all building materials, construction materials, personal property constituting furniture, fittings, appliances, apparatus, leasehold improvements, machinery, devices, interior improvements, appurtenances, equipment, plant, furnishings, fixtures, computers, electronic data processing equipment, television, telephones, telephone switchboards, telecommunications equipment and other fixed assets now owned or hereafter acquired by Debtor and now or hereafter used (whether by Debtor or by Manager) in the operation of the business conducted at the Mortgaged Property, and all attachments, components, parts (including spare parts) and accessories, whether installed thereon or affixed thereto, and whenever located, now or hereafter owned by Debtor and used or intended to be used in connection with, or in connection with the operation of, the Mortgaged Property or the buildings, structures, or other improvements now or hereafter located at the Mortgaged Property, or in connection with nay construction being conducted or that may be conducted on the Mortgaged Property, or for the Hotel, all regardless of whether the same are located on the Mortgaged Property or are located elsewhere (including in warehouses or other storage facilities or in the possession of or on the premises of a bailee, vendor, or manufacturer) for purposes of manufacture, storage, use, fabrication, or transportation. For purposes of the preceding sentence, "other fixed assets: shall include any and all "furniture, furnishings, and equipment," as such term is commonly understood in the hotel industry, of the Hotel, including any and all; fixtures, furnishings, equipment, furniture, and other items of tangible

personal property now or thereafter located in, on at the Mortgaged Property or in the Hotel or used in connection with the use, occupancy, operation, promotion, marketing, repair, or maintenance of all or any part of the Mortgaged Property, other than stocks of food and other supplies held for consumption in normal operation; appliances; machinery; equipment; athletic equipment (including weight machines, stair machines, stationary bicycles, dumbbells, free weights, treadmills, and all other exercise equipment of whatever form); bicycles; carts; signs; artwork (including paintings, prints, graphics, sculpture, and other artwork of any kind); office furnishings and equipment; guest room furniture and furnishings; and specialized equipment kitchens, laundries, bars, restaurants, public rooms, and health and recreational facilities; linens; dishware; two-way radios; telephones; switchboards; switching equipment and machines; satellite dishes; partitions, screens, awnings, shades, blinds, and floor coverings; hall and lobby equipment; heating, lighting, plumbing, ventilation, refrigerating, and incinerating equipment; elevators; escalators; air conditioning and communications machines, plants or systems with appurtenant fixtures; vacuum cleaning systems; call or beeper systems; security systems; sprinkler systems and other fire prevention and extinguishing apparatus and materials; all computer, data processing and related equipment, including peripherals, diskettes, manuals, hand-held data entry units, and network wiring, cabling, peripherals, and equipment; antennas; all equipment, manual, mechanical or motorized, for the construction, maintenance, repair and cleaning of parking areas, walks, underground ways, truck ways, driveways, common areas, roadways, highways and streets; ducts; building supplies wherever located; tools; all vehicles used or useful in operation of the Hotel; all marketing materials, videotapes, promotional materials, brochures, and presentations used or useful in marketing and promotion of the Hotel; and all other personal property of any kind whatsoever not otherwise referred to in this definition of "Collateral."

2.5 "General Intangibles" means all general intangibles as defined in the UCC. General Intangibles include:

2.5.1 Generally. All obligations or indebtedness owing to Debtor from whatever source arising (other than Accounts, Contracts, Instruments, Inventory, Money, Permits, Rents, and Trademarks);

2.5.2 Unearned Premiums; Proceeds. All unearned premiums accrued or to accrue under all insurance policies for the Mortgaged Property obtained by Debtor, all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims (including proceeds of insurance, condemnation awards, and all rights of Debtor to refunds of Impositions);

2.5.3 Licenses; Royalties. All royalties, franchise, and license fees, and any rights to refunds thereof;

2.5.4 Intellectual Property. All Trademark's, rights in intellectual property, goodwill, trade names, service marks, trade secret, copyrights, permits and licenses, together with the registrations therefore and the goodwill appurtenant thereto (but to the extent that any of the foregoing is licensed from an unaffiliated third party, the General Intangibles shall include only Debtor's rights as licenses thereof);

2.5.5 Refunds. All rights or claims in respect of refunds for Impositions or other sums paid;

2.5.6 Other Third-Party Claims. Any and all claims, rights and remedies of Debtor against any other party with respect to any component of the Collateral or any portion thereof, including all claims, rights and remedies of Debtor under any Account, Contract, Document, Hotel Revenues, Instruments, Leases, or other components of the Collateral, together with all damages and rights of any kind to enforce the foregoing against any other party thereto, including any covenants, indemnities, warranties and representations under any of the foregoing, together with any and all rights and claims (including the right to vote or make elections on account of such rights or claims) arising in any bankruptcy or insolvency proceeding on account of any of the foregoing;

2.5.7 Claims Against Seller. Any claims of Debtor against any party from whom Debtor acquired the Mortgaged Property or any portion thereof, and against any prior owner of the Mortgaged Property or any portion thereof, whether or not such claims arise pursuant to a Purchase Agreement;

2.5.8 Water Stock. All water stock and similar rights relating to the Mortgaged Property;

2.5.9 Plans and Specifications. All plans and specification prepared for construction of improvements on, or other development of, the Mortgage Property (including all amendments, modification, supplements, general conditions and addenda thereof or thereto) and all studies, data, drawings and models related thereto;

2.5.10 Project Documents. All maps, reports, surveys and studies of or relating to any of the Mortgaged Property, or any improvements constructed or to be constructed or altered on the Mortgaged Property, now or hereafter in the possession of Debtor or of any agent or professional engaged by or otherwise acting for Debtor;

2.5.11 Computer Software and Licenses: All computer software programs and computer licenses agreements; and,

2.5.12 Other Intangibles. All other intangible property and rights of any kind or type whatsoever relating to the Mortgaged Property or the Hotel or the development or operation of either, or used in connection with either.

2.6 "Governmental Authority" means any state, federal, local, municipal or other governmental authority, agency, or licensing authority of any kind whatsoever, including any so-called "business improvement district" or similar entity or organization. "Governmental Authority" shall also include any franchisor, licensor, insurance carrier, or other third party having the right or authority, by Contract or otherwise, to impose standards for the Hotel or to collect charges or assessments on account of the operation, revenue, or promotion of the Hotel.

2.7 "Hotel" means the hotel located on and constituting a part of the Mortgaged Property (including all Improvements constituting part of such hotel).

2.8 "Hotel Revenues" means all fess, charges, accounts, and/or other payments for the use or occupancy or rooms and other public facilities in the Hotel, together with the right to receive such fees, charges, accounts, or other payments, and including fees, charges, accounts, and/or other payments arising from the following: (a) sale of food and beverages at the Hotel, whether in a restaurant, through "room service" dining, or through banquets, catering facilities, and services; (b) sales of food and beverages from mini-bar facilities in guest rooms; (c) laundry, vending machine and telecommunications receipts, whether billed to a Hotel guest or collected in cash; (d) use, rental, occupancy or licensing of hotel rooms, hotel suites, conference rooms, meeting rooms, ballrooms, and other rooms and facilities; (e) operation of health club, personal care, and other facilities located in, on or at the Hotel; (f) incidental charges to Hotel guests or other users or customers; (g) any other charges of any kind, for the direct or indirect benefit of Manager or Debtor, that appear on any bill or statement rendered to any Hotel guest or other user or customer of the Hotel or are otherwise collected from or paid by any such person; (h) any payments of any kind from credit card companies, travel agents, or reservation systems or services relating to the Hotel; and, (i) charges for the parking of cars (whether "self-parking or "valet parking") at or near the Hotel.

2.9 "Impositions" means any or all real estate taxes, assessments, water and sewer charges, insurance premiums, and other charges collected or assessed by any Governmental Authority with respect to the Mortgaged Property, all as paid or payable with respect to the Mortgaged Property from time to time.

2.10 "Improvements" means all buildings, structures, fixtures, and improvements of every nature whatsoever situated in, on, or at the Mortgaged Property (including 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 that are or shall be attached to the Mortgage Property or said structures or improvements) and including any additions, enlargements, extensions, modifications, repairs or replacements thereto. To the extent that any of the foregoing are owned by tenants of the Mortgaged Property, the "Improvements" shall mean only Debtor's right, title or interest in or with respect to the foregoing (such as Debtor's lien rights, as landlord, and any ownership or other rights that may arise in connection therewith or as a result thereof).

2.11 "Instruments" means (i) all "instruments" as defined in the UCC, "chattel paper" as defined in the UCC, or letters or credit, evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the Collateral (including promissory notes, drafts, bills or exchange and

trade acceptances) and chattel paper obtained by Debtor in connection with the Mortgaged Property (including al ledger sheets, computer files, diskettes, records and printouts, data bases, programs, software, books of account and files of Debtor relating thereto) and (ii) notes or other obligations of indebtedness owing to Debtor from whatever source arising.

2.12 "Inventory" means all inventory as defined in the UCC owned by Debtor including all inventory arising out of or used in connection with, directly or indirectly, the ownership, management, use, possession, occupancy, or operation of the Mortgaged Property, including all documents representing the same. The term "Inventory" shall include:

2.12.1 Goods and Materials. All goods, merchandise, raw materials, food, beverages (both nonalcoholic and, subject to applicable law, alcoholic), cleaning supplies, soap and personal care items, towels, linens, work in process and other personal property, wherever located, now or hereafter owned or held by Debtor for manufacture, processing, the providing of services or sale, use or consumption in the operation of the Mortgaged Property of the Hotel (including fuel, supplies, and similar items and all substances commingled therewith or added thereto);

2.12.2 Inventories, China, Etc. All other items that would be entered on a balance sheet under the line items for "Inventories" or "China, glassware, silver, linen and uniforms" under the Uniform System of Accounts as employed in the hotel industry; and,

2.12.3 Inventory-Related Claims. All rights and claims of Debtor against anyone who may store or acquire any Inventory for the account of Debtor, or from whom Debtor may purchase any Inventory.

2.13 "Leases" means all leases, subleases, lettings, occupancy agreements, tenancies and licenses by Debtor as (sub)landlord or the Mortgaged Property or any part thereof now or hereafter entered into, and all amendments, extensions, renewals, and guarantees thereof, and all security therefore (including security deposits and letters of credit).

2.14 "Mortgaged Property" means all that certain real property more particularly described in Exhibit A of this Financing Statement, together with all Improvements and other structures located on such real property.

2.15 "Money" means all moneys, cash, rights to deposit or savings accounts or other items of legal tender obtained from or for use in connection with the operation of the Mortgaged Property, including any refunds of Impositions.

2.16 "Permits" means all licenses, permits, variances and certificates used in connection with the ownership, operation, construction, renovation, rehabilitation, alteration, development, public assemble, use or occupancy of or other activities on the Mortgaged Property (including liquor licenses, business licenses, state health department licenses, two-way radio licenses, licenses to conduct business and all such other permits, licenses and rights, obtained from any Governmental Authority or private person concerning the foregoing.

2.17 "Proceeds" shall have the meaning given in the UCC and, in any event, shall include all proceeds, product, rents, profits or receipts, in whatever form and however payable, arising from the Collateral. The term "Proceeds" shall include (or also include, as applicable) Debtor's entire interest in:

2.17.1 Cash, Instruments, Etc. Cash, Instruments and other property received, receivable or otherwise distributed in respect of or in exchange for any or all of the Collateral or the Mortgaged Property;

2.17.2 Realization Events. The collection, sale, lease, sublease, concession, exchange, assignment, licensing or other disposition of, or realization upon, any item or portion of the Collateral or the Mortgage Property (including all claims of Debtor against third parties for loss of, damage to, destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance in respect of, any Collateral or the Mortgaged Property now existing or hereafter arising);

2.17.3 Insurance, Etc. Any and all proceeds of any insurance, indemnity, warranty or

guaranty payable to Debtor from time to time with respect to any of the Collateral or the Mortgage Property, including insurance against business interruption, rental interruption, or other loss of income;

2.17.4 Condemnation. Any and all payment made or due and payable to Debtor from time to time in connection with the requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral or the Mortgaged Property by any Governmental Authority (or any person acting under color of Governmental Authority), including any award, including interest thereon, in eminent domain proceedings for a taking (including any transfer made in lieu of the exercise of said rights) or for loss of value of or to the Mortgaged Property of the Improvements or for a change in the grade of any street or other public way; and

2.17.5 Other Amounts. Any and all other amounts from time to time paid or payable under or in connection with any of the Collateral of the Mortgaged Property.

2.18 "Purchase Agreement" means any agreement(s) or contract(s) by which Debtor acquired the Mortgaged Property (or any Collateral) or any portion(s) thereof from any third party, as such agreement(s) or contract(s) may be amended from time to time, together with all right of Debtor as purchaser under any such agreement, including all rights and remedies of Debtor as purchaser under any such agreement, all damages or right to receive damages on account of any breach of such an agreement, and all rights of any kind to enforce any such agreement against any other party thereto, including any covenants, indemnities, warranties and representations under any such agreement;

2.19 "Rents" means all income, rents, issues, profits, revenues (including all oil and gas or other mineral royalties and bonuses), deposits (other than security deposits until applied to a tenant's or licensee's obligations, whereupon they shall constitute Rents) and other benefits from the Mortgaged Property. The "Rents" shall include all receivables and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Debtor (including from the rental of any office space, retail space, warehouse and manufacturing space or other space, halls, and offices, and deposits securing reservations of such space, exhibit or sales space of every kind, license, lease, sublease and concession fees and rentals and proceeds, if any, from business interruption or other loss of income insurance relating to the use, enjoyment and occupancy of the Mortgaged Property), together with all Hotel Revenues. Rents further include any and all payments payable to or for the benefit of Debtor or Manager under any of the Leases. The "Rents" shall further include any and all rights and claims (including the right to vote or make elections on account of such rights or claims) arising in any bankruptcy or insolvency proceeding on account of any unpaid Rents.

2.20 "Trademark" means any and all trademark licenses, trademarks, rights in intellectual property, trade names, service marks and copyrights relating to the Mortgaged Property (or any portion thereof or the license to use intellectual property such as computer software owned or licenses by Debtor or other proprietary business information relating to Debtor's policies, procedures, manuals and trade secrets, together with all corporate names, company names, business names, trade styles, service marks, logos and other source of business affiliation identifiers, all names under or by which the Mortgaged Property or any present or future Improvements (or any portion of either) may at any time be operated or known, all rights to carry on business under any such names, or any variant thereof, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection with the foregoing, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, and State thereof or any other country or any political subdivision thereof, all goodwill associated with any or all of the foregoing, and any renewals or extensions of any of the foregoing.

2.21 "UCC" means the Uniform Commercial Code as in effect in the State where the Mortgaged Property is located.

3. Interpretation and Scope.

3.1 Incremental Property. To the extent, if any, that the foregoing definition of Collateral includes any property or rights of any kind, nature, type, or character that is broader or more extensive (the "Incremental Property") than the description of property or description of secured Party's collateral as set forth in any pledge, security agreement or other document granting a security interest entered into by Debtor in favor of Secured Party elects otherwise in writing as to any document(s) and/or any Incremental Property) each such pledge, security agreement or


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other document was intended to (and is hereby amended to) include and list all Incremental Property, so that Secured Party's security interest shall also apply to (and is hereby extended by Debtor to cover) all Incremental Property.

3.2 All Assets and Property of Debtor. Debtor acknowledges that all assets, property and contract rights held or owned by Debtor of any kind(s) whatsoever are all intended to be subject to Secured Party's security interest, except to the extent prohibited by law. No assets, property, or assets of Debtor are intended not to be subject to Secured Party's security interest, (except where the grant of such security interest would constitute a violation of law). The fact that this Financing Statement identifies certain Collateral does not negate or limit the more general application for the preceding two sentences.

3.3 Liquor Licenses. Notwithstanding anything to the contrary in the foregoing definition of Collateral, the "Collateral" shall include liquor licenses and alcoholic beverages only to the extent that, under applicable law and regulations, Debtor is legally permitted to assign or pledge Debtor's interest in liquor licenses and alcoholic beverages to Secured Party.

3.4 Interpretation, Generally. In this Exhibit A-1, the word "include" and its variants shall be interpreted as if followed by the words "without limitation", and any headings or captions are not intended to limit, qualify or interpret the text.



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