

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
Janet Wilson Williams for Michael J. Hay, Esq. (770) 822-0900

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Michael J. Hay, Esq.  
ANDERSEN, TATE & CARR, P.C.  
Post Office Box 2000  
Lawrenceville, GA 30046-2000

20081016000407140 1/6 \$36.00  
Shelby Cnty Judge of Probate, AL  
10/16/2008 08:27:47AM FILED/CERT

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  
Karsons International, Inc.

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
357 Highway 304 Calera AL 35040 USA

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any  
 corporation 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

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  
 ☐ 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  
Metro City Bank

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
5441 Buford Highway, Suite 109 Doraville GA 30340 USA

4. This FINANCING STATEMENT covers the following collateral:

All property of Debtor described on Exhibit "B" attached hereto and located on, in or used in connection with the real property described on Exhibit "A" attached hereto and all improvements and fixtures thereof.

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  
19692.70144 - FILE WITH SHELBY COUNTY, ALABAMA PROBATE OFFICE

UCC FINANCING STATEMENT ADDENDUM

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

OR	9a. ORGANIZATION'S NAME Karsons International, Inc.		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

OR	11a. ORGANIZATION'S NAME				
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any	
				<input type="checkbox"/> NONE	

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

OR	12a. ORGANIZATION'S NAME				
	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 HEREIN BY THIS REFERENCE.

16. Additional collateral description:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):


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 Estate

18. 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

EXHIBIT "A"

  
20081016000407140 3/6 \$36.00  
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LEGAL DESCRIPTION

Lot 9A being a resurvey of Malik Subdivision, as recorded in Map Book 39, Page 43, in the Probate Office of Shelby County, Alabama.



EXHIBIT "B"

*For purposes hereof, that certain parcel of land more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof is hereinafter referred to as the "Property". All capitalized terms contained herein bear the meanings given them in that certain Real Estate Mortgage and Security Agreement dated as of August 19, 2008 from Debtor to Secured Party (hereinafter, the "Mortgage"), that certain Security Agreement dated as of August 19, 2008 from Debtor to Secured Party (hereinafter, the "Security Agreement"), that certain Assignment of Contract Rights, Permits and Intangibles dated as of August 19, 2008 from Debtor to Secured Party (hereinafter, the "Assignment"), and any and all other instruments executed pursuant to the terms thereof.*

Any and all of Debtor's interest in and to the following:

All of the following property of Debtor, whether now owned or hereafter acquired or arising, located at or used in connection with the business of Debtor conducted at the real property described in Exhibit "A" attached hereto and incorporated herein by this reference, including, without limitation:

All rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Debtor in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, smoke, fire, and intrusion detection devices, all machinery, furniture, furnishings, equipment, computer software and hardware, fixtures (including, without limitation, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures, inventory and articles of personal property and accessions thereof and renewals, replacement thereof and substitutions therefor, if any (including, but not limited to, beds, bureaus, chiffoniers, chests, chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, drapes, draperies, curtains, shades, venetian blinds, screens, paintings, hangings, pictures, divans, couches, luggage carts, luggage racks, stools, sofas, chinaware, linens, pillows, blankets, glassware, food carts, cookware, dry cleaning facilities, dining room wagons, keys or other entry systems, bars, bar fixtures, liquor and other drink dispenses, icemakers, radios, televisions sets, intercom and paging equipment, electric and electronic equipment, dictating equipment, private telephone systems, medical equipment, potted plants, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, cooling and air-conditioning systems, elevators, escalators, fittings, plants, apparatus, stoves, ranges, refrigerators, laundry machines, tools, machinery, engines, dynamos, motors, boilers, incinerators, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning, waxing and polishing equipment, call systems, brackets, electrical signs, bulbs, bells, ash and fuel, conveyors, cabinets, lockers, shelving, spotlighting equipment, dishwashers, garbage disposals, washers and dryers), other customary hotel equipment and other property of every kind and nature, whether tangible or intangible, whatsoever, owned by Debtor, or in which Debtor has or shall have an interests, now or hereafter located upon the Property, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Property and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Property, or appurtenant thereto, or usable in connection with the present or future operation, enjoyment and occupancy of the Property, including any leases of any of the foregoing, and the proceeds of any sale or transfer of the foregoing and other equipment and fixtures now or hereafter attached or



appertaining to said premises, together with all rents and other revenues thereof and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Property, including any extensions, renewals, modifications or amendments thereof (the "Leases"); and all rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses) income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Property, all revenues and credit card receipts collected from guest rooms, restaurants, bars, meeting rooms, banquet rooms and recreational facilities, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of right of the use and occupancy of property or rendering of services by Debtor or any operator or manager of the hotel or commercial space located in the Improvements or acquired from others (including, without limitation, from the rental or any office space, retail space, guest rooms or other space, halls, stores, and offices, and deposits securing reservations of such space), license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales, service charges, vending machine sales and proceeds, if any, from business interruption and other loss of income insurance (hereinafter collectively referred to as the "Rents") together with all of proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the indebtedness secured thereby, and all products and/or proceeds of any of the foregoing, including without limitation, insurance proceeds, all of which shall be deemed to be real property and conveyed by the Mortgage, and all of which real property, equipment and fixtures are sometimes hereinafter called the "mortgaged property";

TOGETHER WITH:

All personal and fixture property of every kind and nature including without limitation all goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts (including health-care insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, supporting obligations, any other contract rights or rights to the payment of money, insurance claims and proceeds, and all general intangibles (including all payment intangibles);

TOGETHER WITH:

The following items (herein referred to collectively as the "Contract Documents") involving or relating to the Premises or any part thereof, both now and hereafter existing or acquired by Debtor:

1. All insurance policies and binders for insurance and all claims for losses thereunder and all proceeds and rights to proceeds thereunder;
2. All fidelity bonds, payment bonds and performance bonds;
3. All existing permits, licenses and approvals of any type from state, federal and local authorities (including, without limiting the generality of the foregoing any building permit issued to Debtor concerning the construction of improvements on the Premises) together with all



permits, licenses and approvals of any type hereafter issued from state, federal and local authorities;

4. All rights of Debtor now or hereafter to receive utility, water and waste and sanitary sewerage services, including any tap on or access fees or payments relating thereto;

5. All warranties, guaranties and other assurances, written and oral on any property of Debtor conveyed by Debtor to Secured Party by the Loan Documents and on any property of Debtor in which Debtor has granted to Secured Party a security interest;

6. All site plans, drawings, plans, specifications and studies prepared by all architects and engineers, all reports, surveys and studies made by all engineers and surveyors, and all other plans, soil test reports, specifications, engineering plans and reports and any other architectural or engineering data used or useful in connection with the construction of any of the improvements on the Premises;

7. All certificates of occupancy;

8. All termite bonds, reports and servicing contracts;

9. All proceeds and rights to all proceeds in any threatened or pending condemnation or proceedings in lieu thereof;

10. All judgments of Debtor against anyone, including all proceeds thereof;

11. All rights and interests of Debtor under any development, management, leasing, brokerage, construction, engineering or architectural contract to which Debtor is, or hereafter shall become, a party;

12. All construction contracts to which Debtor is a party relating to the Premises;

13. All contracts between Debtor and others relating to the providing of access roads, sewer and other utility services or facilities for the benefit of the Premises;

14. All contracts between Debtor and others relating to the providing of amenities of any nature whatsoever for the benefit of the Premises;

15. All rights of Debtor under any financing commitment in favor of Debtor;

16. All causes of action of Debtor against anyone now or hereafter arising which involve the improvements of the Premises;

17. All rights under that certain Holiday Inn Express New Development License Agreement dated December 30, 1994, as amended to extend said License Agreement by letter dated July 2, 2008 between Debtor and Holiday Inns Franchising, Inc.;

TOGETHER WITH all of Debtor's rights and privileges, if any, to modify, terminate or waive performance of any of said contract documents or rights.