



20100330000094650 1/3 \$30.00
Shelby Cnty Judge of Probate, AL
03/30/2010 11:18:06 AM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME AND PHONE OF CONTACT AT FILER (optional) GARY A. KORN, Esquire (305) 935-3500	
B. SEND ACKNOWLEDGEMENT TO: (Name and Address) <div>Return to: Old Republic National Title 530 South Main St., Suite 1031 Akron, Ohio 44311</div> <div>GARY A. KORN LEOPOLD KORN LEOPOLD & SNYDER, P.A. 20801 Biscayne Blvd., Suite 501 Aventura, FL 33180</div>	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME -- insert only one debtor name (1a of 1b) -- do not abbreviate or combine names

OR	1a. ORGANIZATIONS NAME Hoover AA, LLC				
	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS c/o Goldstein Management, 150 Metro Park		Rochester	STATE NY	POSTAL CODE 14623	COUNTRY USA
1d. TAX ID #, SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability company	1f. JURISDICTION OF ORGANIZATION State of Alabama		1g. ORGANIZATIONAL ID#, if any <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. ORGANIZATIONS 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 or ASSIGNOR S/P) -- insert only one secured party name (3a or 3b)

OR	3a. ORGANIZATIONS NAME CITY NATIONAL BANK OF FLORIDA, a national banking corporation				
	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 25 West Flagler Street		CITY Miami	STATE FL	POSTAL CODE 33130	COUNTRY USA

4. THIS FINANCING STATEMENT covers the following collateral:

SEE RIDER ATTACHED HERETO AND INCORPORATED HEREIN BY SPECIFIC REFERENCE THERETO.


WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE
ATTN: POST CLOSING
530 SOUTH MAIN STREET
SUITE 1031
AKRON, OH 44311

RECORD

FOURTH

5. ALTERNATIVE DESIGNATION (if applicable) <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING	
6. <input checked="" type="checkbox"/> 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] <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA	

RIDER TO FINANCING STATEMENT - FORM UCC-1


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Secured Party: **CITY NATIONAL BANK OF FLORIDA**, a Florida banking corporation
Debtor: **HOOVER AA, LLC**, an Alabama limited liability company

All machinery, apparatus, equipment, fittings, fixtures, and articles of personal property of every kind and nature, whatsoever, other than consumable goods, now or hereafter located in or upon the parcel of real property described within Exhibit "A" attached hereto or any part thereof, and used or useable in connection with any present or future operation of said real estate (hereinafter called "equipment") and now owned or hereafter acquired by the Debtor including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors, and all of the right, title and interest of the Debtor in and to any equipment which may be subject to any title retention or security agreement superior in lien to this lien. It is understood and agreed that all equipment is part and parcel of said real estate, appropriated to the use of said real estate, whether affixed or annexed or not, for the purposes of this instrument. The Debtor agrees to execute and deliver, from time to time, such further instruments as may be requested by the Secured Party to confirm this lien on any equipment.

Any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the real estate described herein as a result of (a) the exercise of the right of eminent domain, (b) all judgments or settlements of claims in favor of the Debtor and arising out of leases in any court proceeding, including any bankruptcy, reorganization, insolvency or debtor proceeding or case or otherwise, (c) the alteration of the grade of any street, or (d) any other injury to or decrease in the value of the real estate described herein, to the extent of the indebtedness which may be secured by the Mortgage, of even date herewith, executed by the Debtor in favor of the Secured Party and encumbering the real estate described herein, at the date of receipt of any such award or payment by the Secured Party, and of the reasonable counsel fees, costs and disbursements incurred by the Secured Party in connection with the collection of such award or payment. The Debtor agrees to execute and deliver, from time to time, such further instruments as may be requested by the Secured Party to confirm the right of Secured Party to any such award or payment.

All building and construction equipment and materials now or hereafter owned by the Debtor which are intended to be installed upon said real property, regardless of whether such items are located on the said real property or located elsewhere for purposes of fabrication, storage or otherwise.

All of the right, title and interest of the Debtor in and to plans and specifications, designs, drawings and other matters prepared for any construction on said real property.

All good will, trademarks, trade names, option rights, purchase contracts, books and records and general intangibles of the Debtor relating to the real estate described herein, all licenses or permits in connection with the construction on or operation of the said real property, all accounts, instruments, chattel paper and other rights of the Debtor for 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 the Debtor related to said real property.

All rights of the Debtor under all contracts now or hereafter executed by the Debtor as owner with any provider of goods or services for or in connection with any construction undertaken on, or services performed or to be performed in connection with the real property described herein, including any architect's agreement or construction management contract which have been or will be entered into by the Debtor for the design and construction of improvements upon said real property.

All rights of the Debtor as seller or borrower under any agreement, contract, understanding or arrangement pursuant to which the Debtor has, with the consent of the Secured Party, obtained the agreement of any person to pay or disburse any money for the Debtor's borrowing on the security of the said real property or any part thereof, including any permanent loan commitment.

All insurance policies now or hereafter in effect with respect to said real property, or any portion thereof, any unearned premiums thereon, and all proceeds thereof.

All of the rights of the Debtor in and relating to the sanitary sewer system, lift station, sewage treatment plant and water system serving the subject real property and use thereof, and any agreements relating thereto.

All leases and other agreements, written or oral, affecting the use or occupancy of the subject real property now or hereafter entered into and all rents, income, issues, profits and security deposits thereunder, and the Debtor's rights and interest under any guaranties of said leases and any sums due thereunder.

All other property or rights of the Debtor of any kind or character related to the subject real property and all proceeds and products of any of the foregoing, all of the foregoing to include such property whether now or hereafter existing or acquired, and all amendments and supplements thereto at any time now or hereafter made.

(Any reference herein to the "subject premises" or "said real property" shall be deemed to apply to the above described land and said improvements, buildings, fixtures, equipment, and materials, and the rents, profits and leases thereof, and said tenements, hereditaments, easements and appurtenances, unless the context shall require otherwise).

LEOPOLD KORN LEOPOLD & SNYDER, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500



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EXHIBIT A

SITUATE IN THE COUNTY OF SHELBY, STATE OF ALABAMA:

LOT 2A ACCORDING TO THE RESURVEY OF LOT 2, LAKEVIEW COMMERCIAL PARC, AS RECORDED IN MAP BOOK 40, PAGE 23 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL II:

THOSE CERTAIN INTERESTS AND EASEMENT RIGHTS DESCRIBED IN COVENANTS, CONDITIONS AND RESTRICTIONS OF LAKEVIEW COMMERCIAL PARC, DATED JUNE 8, 2006, RECORDED JUNE 22, 2006 IN DOCUMENT NUMBER 20060622000300400 OF SHELBY COUNTY RECORDS AND SHOWN ON THE PLAT OF LAKEVIEW COMMERCIAL PARC, AS RECORDED IN PLAT BOOK 35, PAGE 149 OF SHELBY COUNTY RECORDS.