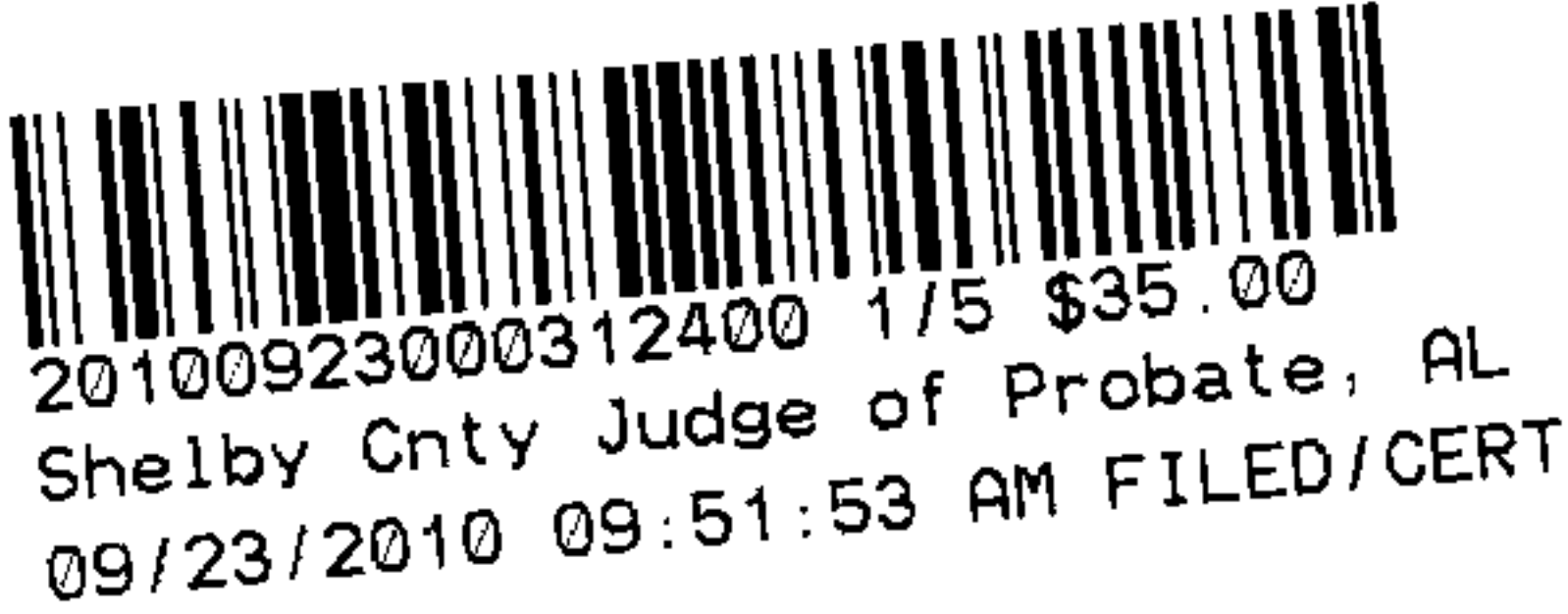




UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



A. NAME & PHONE OF CONTACT AT FILER [optional]
Denna Sanders 205-521-8132

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Keith J. Windle
Bradley Arant Boult Cummings LLP
1819 Fifth Avenue North
Birmingham, AL 35203**

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 Alabaster MB, LLC				
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 2301 Morris Avenue, Suite 105	CITY Birmingham	STATE AL	POSTAL CODE 35203	COUNTRY USA
1d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR LLC	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION Alabama	1g. ORGANIZATIONAL ID #, if any ☒ 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. <u>SEE INSTRUCTIONS</u>	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 Renasant Bank				
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 2001 Park Place, Suite 600	CITY Birmingham	STATE AL	POSTAL CODE 35203	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule I attached hereto and made a part hereof for a description of the property covered hereby, some of which may be or may become fixtures on the Real Estate described on Exhibit A attached hereto, of which the Debtor is the record owner.

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
0R0702-301002 filed with the JOP of Shelby County, AL

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

10. MISCELLANEOUS:

20100923000312400 2/5 \$35.00
Shelby Cnty Judge of Probate, AL
09/23/2010 09:51:53 AM FILED/CERT

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

12.	☐ ADDITIONAL SECURED PARTY'S ☐ or ☐ ASSIGNOR S/P'S NAME - insert only <u>one</u> 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 made a part hereof. 15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):	16. Additional collateral description:
	17. Check <u>only</u> if applicable and check <u>only</u> one box. Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate 18. Check <u>only</u> if applicable and check <u>only</u> one box. ☐ Debtor is a TRANSMITTING UTILITY ☐ Filed in connection with a Manufactured-Home Transaction ☐ Filed in connection with a Public-Finance Transaction

**SCHEDULE I
TO
UCC FINANCING STATEMENT**

**BY AND BETWEEN ALABASTER MB, LLC, AS DEBTOR AND
RENASANT BANK, AS SECURED PARTY**

1) All of Debtor's right, title and interest in and to certain real property (the "Real Estate") more particularly described in Exhibit A attached hereto and made a part hereof;

2) All of Debtor's title and interest in and to any and all buildings, constructions and improvements now or hereafter erected in or on the Real Estate, including the fixtures and those attachments, appliances, equipment, machinery and other articles that are attached to said buildings, constructions and improvements, all of which shall be deemed and construed to be a part of the realty;

3) All right, title and interest of Debtor in and to all of the items incorporated as part of or attributed or affixed to any of the Real Estate or any other interest of Debtor, whether now owned or hereafter acquired, in, to or relating to the Real Estate, in such a manner that such items are no longer personal property under the law of the state where the property is situated;

4) All personal property including, without limitation, all supplies, equipment, tools, furniture, furnishings, fixtures, machinery and construction materials that Debtor now or hereafter owns or in which Debtor now or hereafter acquires an interest or right and that are now or hereafter located on or affixed to the Real Estate or used or useful in the operation, use or occupancy of the Real Estate or the construction of any improvement on the Real Estate, including any interest of Debtor in and to personal property that is leased or subject to any superior security interest and including all heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and/or compacting plants, systems, fixtures and equipment, elevators, escalators, sprinkler systems and other fire prevention and extinguishing apparatus and materials, vacuum cleaners, office furniture, telephones and telecommunication equipment, compartment safes, carpeting, refrigerators, dishwashers, restaurant and bar equipment, video equipment, linens, blankets, window coverings and all proceeds of and substitutions and replacements for any such items;

5) All rents, issues, profits, royalties, fees income and other benefits derived from the Real Estate including, without limitation, all such rents, issues, profits, royalties, fees income and benefits that are deemed to constitute accounts under applicable law (collectively, the "Rents"), now or hereafter existing or entered into, whether written or oral;

6) All interests, estates or other claims, both in law and in equity, that Debtor now has or may hereafter acquire in the Real Estate including, but not limited to all of Debtor's interest in any and all options to purchase the Real Estate that Debtor may have or may hereafter acquire;

7) All easements, rights-of-way and rights now owned or hereafter acquired by Debtor used in connection with or as a means of access to the Real Estate including all rights pursuant to any trackage agreement and all rights to the nonexclusive use of common drive entries, and all tenements, hereditaments and appurtenances of and to such easements rights-of-way and rights, and all water and water rights and shares of stock evidencing the same;

8) All interests of Debtor as lessor or sublessor (and similar interests) in and to all leases or subleases covering all or any portion of the Real Estate, now or hereafter existing or entered into, and all right, title and interest of Debtor under such leases and subleases, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

9) All right, title and interest now owned or hereafter acquired by Debtor in and to any greater estate in the Real Estate;

10) All right, title and interest now owned or hereafter acquired by Debtor in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Real Estate, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Real Estate;

11) All rights and interests of Debtor in, to and under all plans, specifications, maps, surveys, studies, reports, permits, licenses, architectural, engineering and construction contracts, books of account, insurance policies and other documents, of whatever kind or character, relating to use, construction upon, occupancy, leasing, sale or operation of the Real Estate; and

12) All of the estate, interest, right, title, other claim or demand, both in law and in equity, including claims or demands with respect to the proceeds of insurance, that Debtor now has or may hereafter acquire in the Real Estate, and other proceeds from sale or disposition of real or personal property hereby secured that Debtor now has or may hereafter acquire and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu of eminent domain, of the whole or any part of the Real Estate, including any award resulting from a change of grade of streets and any award for severance damages.

13) All rights and interests of Debtor in and to the use of the name or tradename "Holiday Inn Express" whether arising pursuant to a franchise agreement or otherwise.

SCHEDULE A

LEGAL DESCRIPTION

PARCEL I:

Beginning at the Northeast corner of the Southeast $\frac{1}{4}$ of Northeast $\frac{1}{4}$ of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama; thence in a Westerly direction along the North boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 299.98 feet to the point of intersection with the East boundary of the right of way of the L & N Railroad; thence turning an angle of 83 degrees 18 minutes to the left in a Southwesterly direction along the East boundary of said railroad right of way 520.72 feet to an existing PK nail being the point of beginning of the tract of land herein described; thence turn an angle of 90 degrees 19 minutes 42 seconds to the left and run a distance of 78.59 feet to a cross cut in concrete being on the West right of way line of U.S. Highway #31; thence turn an angle of 89 degrees 50 minutes 42 seconds to the right and run a distance of 185.46 feet to an existing nail being on the West right of way line of U.S. Highway #31; thence turn an angle of 90 degrees 10 minutes 42 seconds to the right and run a distance of 80.15 feet to a nail being on the East right of way line of L & N Railroad; thence turn an angle of 90 degrees 18 minutes 18 seconds to the right and run a distance of 185.43 feet, more or less, to the point of beginning.

PARCEL II:

A tract fronting on the West side of U.S. Highway #31 and extending back to L & N Railroad right of way more particularly described as follows:

From the Northeast corner of Southeast $\frac{1}{4}$ - Northeast $\frac{1}{4}$, Section 35, Township 20 South, Range 3 West, Shelby County, Alabama, run Westerly along the North line, Southeast $\frac{1}{4}$ - Northeast $\frac{1}{4}$, of Section 35, Township 20 South, Range 3 West for 299.98 feet to a point on the East right of way line of the Louisville and Nashville Railroad; thence turn an angle of 83 degrees 18 minutes to the left and run Southwesterly along the East right of way line of the L & N Railroad for 382.12 feet to an existing cross being the point of beginning; thence continue Southwesterly along the East right of way line of the L & N Railroad 138.6 feet to an existing PK nail; thence turn an angle of 90 degrees 19 minutes 42 seconds to the left and run Southeasterly 78.59 feet to a cross cut in concrete and being on the West right of way line of U.S. Highway #31; thence turn an angle of 90 degrees 09 minutes 18 seconds to the left and run Northeasterly along the West right of way line of U.S. Highway #31, 138.47 feet to an existing Weygand rebar; thence turn an angle to the left of 89 degrees 45 minutes and run in a Westerly direction for a distance of 77.42 feet, more or less, to the point of beginning.