20110329000098010 1/6 \$37.00 Shelby Cnty Judge of Probate, AL 03/29/2011 12:39:17 PM FILED/CERT

UCC FINANCING STATEMENT AMENDMENT

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone (800) 331-3282 Fax (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 8347 WFB-WHOLESALE L
CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

FIXTURE

Glendale,	CA 91209-9071						
1		FIXTU	RE				
<u></u>				THE AB	OVE SPACE	IS FOR FILING OFFICE	USE ONLY
1a. INITIAL FINANCIN	G STATEMENT FILE	#				is FINANCING STATEME	
200503180001	124830 03/18/0	5 CC AL Shelby	to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.				
2. TERMINATION	: Effectiveness of the	e Financing Statement identified above	ve is terminated w	ith respect to security interest(s)	of the Secure	d Party authorizing this Te	ermination Statement.
3. CONTINUATION continued for the)N: Effectiveness of the additional period provided	e Financing Statement identified above d by applicable law.	ve with respect to	the security interest(s) of the Sec	cured Party at	thorizing this Continuation	n Statement is
4. ASSIGNMENT	(full or partial): Give r	name of assignee in item 7a or 7	b and address	of assignee in 7c; and also gi	ve name of	assignor in item 9.	, <u>, , , , , , , , , , , , , , , , , , </u>
5. AMENDMENT (PAF	RTY INFORMATION):	This Amendment affects De	btor <u>or</u> X	ecured Party of record. Check only	y <u>one</u> of thes	e two boxes.	
Also check <u>one</u> of CHANGE name a name (if name ch	the following three box and/or address: Give curre ange) in item 7a or 7b an	kes and provide appropriate info ent record name in item 6a or 6b; also id/or new address (if address change	ormation in item o give new) in item 7c.	 S 6 and/or 7. DELETE name: Give record in the behalf of the		ADD name: Complete iteritem 7c; also complete ite	
6. CURRENT RECOR			·				у стати
6a. ORGANIZATION'		ociation					
6b. INDIVIDUAL'S LA	6b. INDIVIDUAL'S LAST NAME			FIRST NAME		NAME	SUFFIX
				······································			
7. CHANGED (NEW) (7a. ORGANIZATION'		ATION:		·			
		iatian					
OR	nk, National Assoc	auon	FIDOT MARAC		Trupp. 5	<u> </u>	
7b. INDIVIDUAL'S LAST NAME			FIRST NAME		MIDDLE NAME SU		SUFFIX
L			CITY		STATE	POSTAL CODE	COUNTRY
225 Water St., 8th	225 Water St., 8th Floor			Jacksonville		32202	USA
7d. SEE INSTRUCTION	ORGANIZATION		7f. JURISDICTION OF ORGANIZATION		7g. ORGANIZATIONAL ID #, if any		
9 AMENDMENT (COL	DEBTOR	: check only o <u>ne</u> box.		· <u></u>	<u></u>		IAOINE
Describe collateral	deleted or added	d, or give entire restated collat	eral description,	or describe collateral assig	ned.		
•	· •			•		•	
9. NAME OF SECURED adds collateral or adds	D PARTY OF RECORD	D AUTHORIZING THIS AMEND or if this is a Termination authorized by	MENT (name of	assignor, if this is an Assignment	t). If this is an	Amendment authorized b	y a Debtor which
9a. ORGANIZATION			y a Debior, Crieci	ruere Tano enter name of DEI		Zing this Amendment.	
OR 9b. INDIVIDUAL'S LA	ST NAME		FIRST NAME		MIDDLE	NA NA E	Leuren
	4			4	ואווטטנבו	*/\\VIE	SUFFIX

10. OPTIONAL FILER REFERENCE DATA 27741141 Debtor Name: JJ&D, Inc. 208634 0262671950



20110329000098010 2/6 \$37.00 Shelby Cnty Judge of Probate, AL 03/29/2011 12:39:17 PM FILED/CERT

UCC FINANCING STATEMENT AMENDMENT ADDENDUM FOLLOW INSTRUCTIONS (front and back) CAREFULLY 11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form) 20050318000124830 03/18/05 CC AL Shelby 12. NAME of PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form) 12a. ORGANIZATION'S NAME Wachovia Bank, National Association OR

FIRST NAME

MIDDLE NAME, SUFFIX

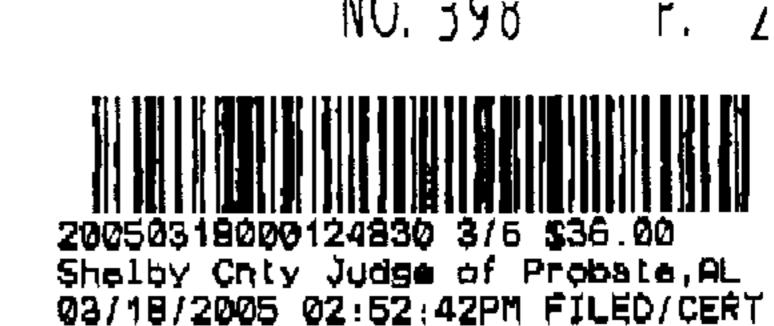
13. Use this space for additional information

12b. INDIVIDUAL'S LAST NAME

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

__ Description: See original UCC Exhibit A.

MAR. 28. 2011 2:46 PM



SCHEDULE "A" TO UCC FINANCING STATEMENT (DESCRIPTION OF COLLATERAL)

"Collateral" means the following assets of Borrower (and specifically excluding any interests in any Wachovia Swap Documents): (A) the Mortgaged Property; (B) the Assigned Agreements; (C) all amounts that may be owing from time to time by Bank to Borrower in any capacity, including, without limitation, any balance or share belonging to Borrower, of any Deposit Accounts or other account with Bank; (D) all Records pertaining to any of the Collateral; (E) any and all other assets of Borrower of any kind, nature, or description and which are intended to serve as collateral for the Loan under any one or more of the Security Documents; and (F) all interest, dividends, Proceeds, products, rents, royalties, issues and profits of any of the property described above and all notes, certificates of deposit, checks and other instruments from time to time delivered to or otherwise possessed by Bank for or on behalf of Borrower in substitution for or in addition to any of said property.

As used in this Schedule "A", "Borrower" shall mean the Debtor, and "Bank" shall mean the Secured Party; and all other capitalized words and phrases shall, except as otherwise defined below, have the meaning as set forth in that certain Credit Agreement dated as of March 17, 2005 (as amended from time to time, the "Credit Agreement") between Debtor and Secured Party, and in the case of any conflict between the meanings set forth below and the meanings set forth in the Credit Agreement, the broader meaning shall apply:

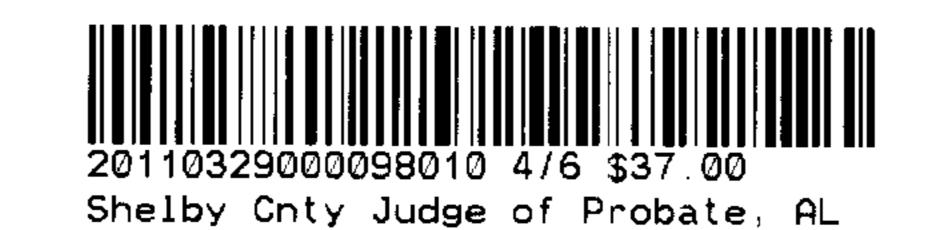
"Assigned Agreements" means all of Borrower's Interest in any and all leases, contracts and agreements of whatever kind, nature or description and relating to the Mortgaged Property.

"Mortgaged Property" means the "Mortgaged Property" as defined in the attached Schedule "A-1".

"Wachovia Swap Documents" means any Swap Documents entered into between any Borrower Party and any Bank Party.

20110329000098010 3/6 \$37.00

Shelby Cnty Judge of Probate, AL 03/29/2011 12:39:17 PM FILED/CERT



03/29/2011 12:39:17 PM FILED/CERT

20050319000124830 4/6 \$36.00 Shelby Chty Judge of Probate, AL 03/18/2005 02:52:42PM FILED/CERT

SCHEDULE" A-1" TO UCC FINANCING STATEMENT (DESCRIPTION OF MORTGAGED PROPERTY)

All of Borrower's Interest in and to all of the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, whether now owned or hereafter acquired, and including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):

- (a) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, and more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land");
- (b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and 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 which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Borrower and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements");
- (c) All easements, rights of way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower;
- (d) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to the same; and
- (e) All leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property, and each modification, extension, renewal and guarantee thereof (collectively, the "Assigned Leases"), including, without limitation, all the rents, issues, and profits now due and which may hereafter become due under or by virtue of the Assigned Leases, together with all claims and

NU. 398 P. 4 20050318000124830 5/8 \$36.00 Shelby Chty Judge of Probate, AL 03/18/2005 02-52:42PM FILED/CERT

nights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under the Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief.

3

20110329000098010 5/6 \$37.00 Shelby Cnty Judge of Probate, AL

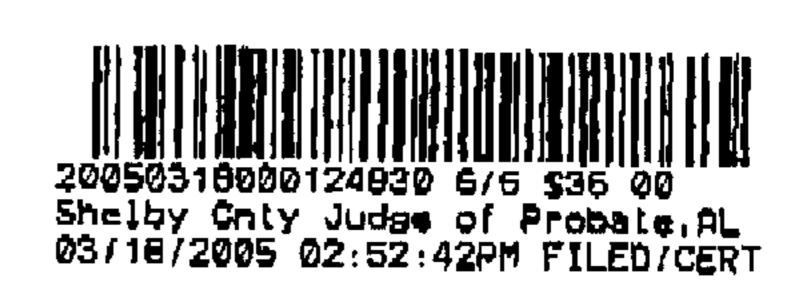


EXHIBIT A

LEGAL DESCRIPTION

Tracts 9, 11, and 13, according to the Survey of Jessica Ingram of the Northeast ¼ of Section 31, Township 18 South, Range 1 West, as recorded in Map Book 3, Page 54 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.