



20110504000134330 1/7 \$372.00  
Shelby Cnty Judge of Probate, AL  
05/04/2011 11:29:36 AM FILED/CERT

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Phone:(800) 331-3282 Fax: (818) 662-4141	
B. SEND ACKNOWLEDGEMENT TO: (Name and Address) 10799 NEC FINANCIAL  CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071  27955642 ALAL FIXTURE  File with: CC AL Shelby, AL	
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY	

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names				
1a. ORGANIZATION'S NAME SOUTHERN STAR, L.L.C.				
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
1c. MAILING ADDRESS 820 COLONIAL PROMENADE PARKWAY			CITY ALABASTER	STATE AL POSTAL CODE 35007 COUNTRY USA
1d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION LA	1g. ORGANIZATIONAL ID #, if any 36434957 K <input type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> 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 <input type="checkbox"/> NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only <u>one</u> secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME NEC Financial Services, LLC				
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
3c. MAILING ADDRESS 250 Pehle Avenue Suite 309			CITY Saddle Brook	STATE NJ POSTAL CODE 07663-5806 COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All Collateral described in the annexed Exhibit "A" attached hereto and made a part hereof by reference.

Complete only when filing with the Judge of Probate:  
The initial indebtedness secured by this financing statement is \$221,935.60  
Mortgage tax due (\$.15 per \$100.00 or fraction thereof) \$333.00

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) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 [ADDITIONAL FEE] [optional]		
8. OPTIONAL FILER REFERENCE DATA 27955642 am 780-73636-010 ccan 70150				

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# FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

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

## 10. MISCELLANEOUS

27955642-AL-117

## 10799 NEC FINANCIAL

File with: CC AL Shelby, AL 780-73636-010 ccan 70150am

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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. <u>SEE INSTRUCTION</u>	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:

Description: See attached Exhibit B

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 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  
☐ Filed in connection with a Public-Finance Transaction



**Exhibit B**  
**LEGAL DESCRIPTION OF THE SHOPPING CENTER**

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**OVERALL SHOPPING CENTER**

**PARCEL I  
LEGAL DESCRIPTION**

A parcel of land situated in the Northeast 1/4, the Southeast 1/4 and the Southwest 1/4 of Section 1, Township 21 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Southeast corner of Section 1, Township 21 South, Range 3 West; thence in a Westerly direction along the South line of said Section 1 a distance of 2055.82 feet to a point at the intersection of said Section line and the Westerly Right-of-Way line of Interstate Drive, said point being the POINT OF BEGINNING of the parcel described herein; thence continue in a Westerly direction along the South line of said Section 1 (leaving said Interstate Drive Right-of-Way) a distance of 282.10 feet to a point on the Northeasterly Right-of-Way line of U.S. Highway No. 31; thence  $37^{\circ}21'23''$  to the right in a Northwesterly direction along the Northeasterly Right-of-Way line of said U.S. Highway No. 31 a distance of 240.61 feet to a concrete Right-of-Way monument; thence  $1^{\circ}35'30''$  to the left in a Northwesterly direction along said Right-of-Way line a distance of 499.72 feet to a concrete Right-of-Way monument at the intersection of said Right-of-Way line and the Easterly Right-of-Way line of Interstate Highway No. 65; thence  $28^{\circ}21'35''$  to the right in a Northwesterly direction along the Easterly Right-of-Way line of said Interstate Highway No. 65 a distance of 162.31 feet to a concrete Right-of-Way monument; thence  $27^{\circ}44'36''$  to the right in a Northerly direction along said Right-of-Way line a distance of 630.36 feet to a concrete Right-of-Way monument; thence  $12^{\circ}13'40''$  to the right in a Northerly direction along said Right-of-Way line a distance of 572.42 feet to a concrete Right-of-Way monument; thence  $13^{\circ}28'52''$  to the right in a Northeasterly direction along said Right-of-Way line a distance of 1591.01 feet to a concrete Right-of-Way monument; thence  $30^{\circ}35'37''$  to the right in a Northeasterly direction along said Right-of-Way line a distance of 173.96 feet to a point; thence  $30^{\circ}30'08''$  to the left in a Northeasterly direction along said Right-of-Way line a distance of 552.94 feet to a point; thence  $84^{\circ}23'49''$  to the right (leaving said Right-of-Way line) in a Southeasterly direction a distance of 821.93 feet to a point; thence  $90^{\circ}00'$  to the right in a Southwesterly direction a distance of 100.12 feet to the P.C. (point of curve) of a curve to the left having a radius of 55.00 feet and a central angle of  $18^{\circ}26'06''$ ; thence in a Southwesterly and Southerly direction along the arc of said curve a distance of 17.70 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southerly direction a distance of 82.97 feet to the P.C. (point of curve) of a curve to the right having a radius of 105.00 feet and a central angle of  $18^{\circ}26'06''$ ; thence in a Southerly and Southwesterly direction along the arc of said curve a distance of 33.78 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 114.90 feet to the P.C. (point of curve) of a curve to the right having a radius of 105.00 feet and a central angle of  $18^{\circ}26'06''$ ; thence in a Southwesterly direction along the arc of said curve a distance of 33.78 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 82.97 feet to the P.C. (point of curve) of a curve to the left having a radius of 55.00 feet and a central angle of  $18^{\circ}26'06''$ ; thence in a Southwesterly direction along the arc of said curve a distance of 17.70 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 364.19 feet to the P.C. (point of curve) of a curve to the left having a radius of 55.00 feet and a central angle of  $87^{\circ}26'32''$ ; thence in a Southwesterly, Southerly and Southeasterly direction along the arc of said curve a distance of 83.94 feet to the P.R.C. (point of





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reverse curve) of a curve to the right having a radius of 72.00 feet and a central angle of  $118^{\circ}23'41''$ ; thence in a Southeasterly, Southerly and Southwesterly direction along the arc of said curve a distance of 148.78 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 45.00 feet and a central angle of  $30^{\circ}57'07''$ ; thence in a Southwesterly direction along the arc of said curve a distance of 24.31 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 307.13 feet to the P.C. (point of curve) of a curve to the left having a radius of 45.00 feet and a central angle of  $40^{\circ}14'52''$ ; thence in a Southwesterly and Southerly direction along the arc of said curve a distance of 31.61 feet to the P.R.C. (point of reverse curve) of a curve to the right having a radius of 72.00 feet and a central angle of  $80^{\circ}29'58''$ ; thence in a Southerly and Southwesterly direction along the arc of said curve a distance of 101.16 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 45.00 feet and a central angle of  $40^{\circ}15'09''$ ; thence in a Southwesterly direction along the arc of said curve a distance of 31.61 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 263.14 feet to a point; thence  $90^{\circ}00'00''$  to the right in a Northwesterly direction a distance of 196.66 feet to a point; thence  $95^{\circ}00'00''$  to the left in a Southwesterly direction a distance of 111.29 feet to the P.C. (point of curve) of a curve to the left having a radius of 60.00 feet and a central angle of  $70^{\circ}36'50''$ ; thence in a Southwesterly, Southerly and Southeasterly direction along the arc of said curve a distance of 73.95 feet to the P.R.C. (point of reverse curve) of a curve to the right having a radius of 70.00 feet and a central angle of  $96^{\circ}14'51''$ ; thence in a Southeasterly, Southerly and Southwesterly direction along the arc of said curve a distance of 117.59 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 60.00 feet and a central angle of  $50^{\circ}38'01''$ ; thence in a Southwesterly and Southerly direction along the arc of said curve a distance of 53.02 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southerly direction a distance of 320.64 feet to the P.C. (point of curve) of a curve to the right having a radius of 65.00 feet and a central angle of  $43^{\circ}14'23''$ ; thence in a Southerly and Southwesterly direction along the arc of said curve a distance of 49.05 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 20.06 feet to the P.C. (point of curve) of a curve to the left having a radius of 55.00 feet and a central angle of  $48^{\circ}14'23''$ ; thence in a Southwesterly and Southerly direction along the arc of said curve a distance of 46.31 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southerly direction a distance of 578.42 feet to a point; thence  $93^{\circ}42'51''$  to the right in a Westerly direction a distance of 491.10 feet to the P.C. (point of curve) of a curve to the left having a radius of 25.00 feet and a central angle of  $86^{\circ}31'11''$ ; thence in a Westerly, Southwesterly and Southerly direction along the arc of said curve a distance of 37.75 feet to the P.T. (point of tangent) of said curve, said point lying on the Easterly Right-of-Way line of Interstate Drive; thence  $90^{\circ}00'$  to the right in a Westerly direction (leaving said Easterly Right-of-Way line) a distance of 80.00 feet to a point on the Westerly Right-of-Way line of said Interstate Drive; thence  $90^{\circ}00'$  to the left in a Southerly direction along the Westerly Right-of-Way line of said Interstate Drive a distance of 74.94 feet to a point on the Northeasterly line of a 100 foot Alabama Power Company Right-of-Way; thence  $153^{\circ}08'27''$  to the right in a Northwesterly direction along the Westerly Right-of-Way line of said Interstate Drive and the Northeasterly line of said Alabama Power Company Right-of-Way a distance of 22.13 feet to a point; thence  $153^{\circ}08'27''$  to the left in a Southerly direction (leaving the Northeasterly line of said 100 foot Alabama Power Company Right-of-Way) along the Westerly Right-of-Way line of said Interstate Drive a distance of 364.54 feet to the POINT OF BEGINNING.

Parcel I containing 97.555 Acres.

Excepted parcel containing 0.340 Acre.

Parcel I minus excepted parcel containing 97.215 Acres.

**LESS AND EXCEPT PARCEL  
LEGAL DESCRIPTION**

A portion of Interstate Drive Right-of-Way situated in the Southwest 1/4 of the Southeast 1/4 of Section 1, Township 21 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Southeast corner of Section 1, Township 21 South, Range 3 West; thence in a Westerly direction along the South line of said Section 1 a distance of 2055.82 feet to a point at the intersection of said Section line and the Westerly Right-of-Way line of Interstate Drive, thence  $84^{\circ}15'29''$  to the right in a Northerly direction along said Right-of-Way line a distance of 364.54 feet to a point on the Northeasterly line of a 100 foot Alabama Power Company Right-of-Way; thence  $153^{\circ}08'27''$  to the right in a Southeasterly direction along the Westerly Right-of-Way line of said Interstate Drive and the Northeasterly line of said Alabama Power Company Right-of-Way a distance of 22.13 feet to a point; thence  $153^{\circ}08'27''$  to the left in a Northerly direction (leaving the Northeasterly line of said 100 foot Alabama Power Company Right-of-Way) along the Westerly Right-of-Way line of said Interstate Drive a distance of 74.94 feet to the POINT OF BEGINNING of the parcel described herein; thence continue along the last described course and along the Westerly Right-of-Way line of said Interstate Drive a distance of 319.21 feet to the P.C. (point of curve) of a curve to the right having a radius of 994.93 feet and a central angle of  $2^{\circ}25'41''$ ; thence in a Northerly direction along the arc of said curve and along the Westerly Right-of-Way line of said Interstate Drive a distance of 42.16 feet to a point, said point lying on a curve to the right having a radius of 1600.00 feet and a central angle of  $9^{\circ}18'27''$ ; thence  $162^{\circ}47'29''$  to the right (angle measured from tangent to tangent) in a Southeasterly and Southerly direction along the arc of said curve (leaving the Westerly Right-of-Way line of said Interstate Drive) a distance of 259.92 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 25.00 feet and a central angle of  $88^{\circ}00'27''$ ; thence in a Southerly, Southeasterly and Easterly direction along the arc of said curve a distance of 38.40 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in an Easterly direction a distance of 7.07 feet to a point on the Easterly Right-of-Way line of Interstate Drive; thence  $93^{\circ}28'49''$  to the right in a Southerly direction along the Easterly Right-of-Way line of said Interstate Drive a distance of 83.64 feet to a point; thence  $90^{\circ}$  to the right in a Westerly direction (leaving the easterly Right-of-Way line of said Interstate Drive) a distance of 80.00 feet to the POINT OF BEGINNING.

Containing 14,802 Square Feet or 0.340 Acre.



## Exhibit A

Attached to and made a part of that certain Master Lease Agreement/Lease Agreement/Schedule A 006, dated between SOUTHERN STAR, L.L.C., Lessee and NEC Financial Services, LLC, as Lessor.

QTY.	DESCRIPTION	SERIAL NUMBER(S)
1	NEC NC1600C-A PROJECTOR	9YA0109EE
1	NEC NC2000 PROJECTOR	02A0101EB
2	DIGITAL BASE ASSY BLUE	227713, 227758
2	TOP KIT NEC NC1600C BASE W/4 DOORS	N/A
2	ACCESSORY KIT 1PH DISTRIBUTION 35A W/DOOR	N/A
1	MINOLTA NC-80LS16Z LENS	A0ET130A00444
1	MINOLTA NC-80LS16Z LENS	A0ET130A00421
2	GDC SA-2100A SERVER W/WATERMARKING	A07421, A07558
2	CABLE SDI RG8 COAX BNC 25' GREEN 1694-B-B-25 GN	N/A
2	CABLE SDI RG8 COAX BNC 25' RED 1694-B-B-25 RD	N/A
2	CABLE CAT 5 E 50 FT BLUE	N/A
2	CABLE DB25 M-F 3'	N/A
2	D TO A CONVERTER USL DAX-802	01681, 01762

along with all present and future attachments, additions and accessories thereto and substitutions and replacements thereof, together with all cash and non-cash proceeds of said item(s), including insurance proceeds, all accounts resulting from any rental and/or lease agreements whereby any of the Equipment is subject to a rental and/or lease agreements and all chattel paper, leases, rentals, instruments, related thereto and all proceeds thereof; and Lessee's and VSS-Southern Theatres' ("VSS") contractual rights to receive payment of Virtual Print Fees ("VPF") pursuant to and as that term is defined in that certain Master Digital Cinema and Administrative Agreement ("CIDM Agreement") between Access Digital Cinema Phase 2, Corp. ("CIDM") and VSS on behalf of Lessee, less any administrative or other fees owed to CIDM or other third parties as specified under the CIDM Agreement in addition to or pursuant to that certain Collateral Assignment ("Collateral Assignment") between VSS, Lessee and Lessor assigning such rights to Lessor and the proceeds from said contractual rights that concern the VPF including any Deposit Accounts of VSS and the Lessee, and the proceeds and cash proceeds from and for all of the foregoing; and to the full extent legally permissible, all payment rights to VPF, all VPF owing to Lessee or to VSS on behalf of Lessee pursuant to the CIDM Agreement less any administrative or other fees owed to CIDM or any other third party as specified under the CIDM Agreement, and all VPF account(s) collected for, or in trust for, the Lessee on account of the use of the Equipment, the proceeds from said account(s), contracts, and interest in all of the foregoing items, including the Deposit Accounts and the proceeds and cash proceeds from and for all of the foregoing. Notwithstanding the foregoing, it is understood that Lessor's security interest in the foregoing collateral does not include any fees collected or due for exhibiting any Alternative Content or Advertising Content (as that term is defined in the CIDM Agreement). Additionally, it is expressly understood and agreed that the Lessee's box office and concession revenues are not deemed to be a part of the foregoing collateral.

LESSOR: NEC Financial Services, LLC

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title Date

LESSEE: SOUTHERN STAR, L.L.C.  
By: VSS-SOUTHERN THEATRES LLC, its Sole Member  
By: SOUTHERN THEATRES, L.L.C., its Manager

By: \_\_\_\_\_  
T. George Solomon, Jr., Manager

## Exhibit A

Attached to and made a part of that certain Master Lease Agreement/Lease Agreement/Schedule A 010, dated between SOUTHERN STAR, L.L.C., Lessee and NEC Financial Services, LLC, as Lessor.

QTY.	DESCRIPTION
3	NEC NC2000 DIGITAL CINEMA PROJECTOR SYSTEMS SERIAL #'S: _____
3	GDC SX-2000A DIGITAL CINEMA SERVERS SERIAL #'S: _____
1	LMS (LIBRARY SERVER MANAGEMENT) MODEL# 212728740 SERIAL #: _____
2	MINOLTA NC-60LS16Z LENSES SERIAL#'S: _____
1	MINOLTA NC-60LS14Z LENS SERIAL#'S: _____
3	CABLE KITS, LAMPS, AUTOMATION, POWER SUPPLY, MOUNTS, SWITCHES, DIGITAL BASES, CABLES, UPS, D TO A CONVERTERS

along with all present and future attachments, additions and accessories thereto and substitutions and replacements thereof, together with all cash and non-cash proceeds of said item(s), including insurance proceeds, all accounts resulting from any rental and/or lease agreements whereby any of the Equipment is subject to a rental and/or lease agreements and all chattel paper, leases, rentals, instruments, related thereto and all proceeds thereof; and Lessee's and VSS-Southern Theatres' ("VSS") contractual rights to receive payment of Virtual Print Fees ("VPF") pursuant to and as that term is defined in that certain Master Digital Cinema and Administrative Agreement ("CIDM Agreement") between Access Digital Cinema Phase 2, Corp. ("CIDM") and VSS on behalf of Lessee, less any administrative or other fees owed to CIDM or other third parties as specified under the CIDM Agreement in addition to or pursuant to that certain Collateral Assignment ("Collateral Assignment") between VSS, Lessee and Lessor assigning such rights to Lessor and the proceeds from said contractual rights that concern the VPF including any Deposit Accounts of VSS and the Lessee, and the proceeds and cash proceeds from and for all of the foregoing ; and to the full extent legally permissible, all payment rights to VPF, all VPF owing to Lessee or to VSS on behalf of Lessee pursuant to the CIDM Agreement less any administrative or other fees owed to CIDM or any other third party as specified under the CIDM Agreement, and all VPF account(s) collected for, or in trust for, the Lessee on account of the use of the Equipment, the proceeds from said account(s), contracts, and interest in all of the foregoing items, including the Deposit Accounts and the proceeds and cash proceeds from and for all of the foregoing. Notwithstanding the foregoing, it is understood that Lessor's security interest in the foregoing collateral does not include any fees collected or due for exhibiting any Alternative Content or Advertising Content (as that term is defined in the CIDM Agreement). Additionally, it is expressly understood and agreed that the Lessee's box office and concession revenues are not deemed to be a part of the forgoing collateral.

**LESSOR: NEC Financial Services, LLC**

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title Date

**LESSEE: SOUTHERN STAR, L.L.C.**

By: **VSS-SOUTHERN THEATRES LLC, its Sole Member**

By: **SOUTHERN THEATRES, L.L.C., its Manager**

By: \_\_\_\_\_  
T. George Solomon, Jr., Manager

\_\_\_\_\_