

20110505000136190 1/4 \$34.00
Shelby Cnty Judge of Probate, AL
05/05/2011 12:35:08 PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Lisa Parker (205) 250-8400	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Najjar Denaburg, P.C. Attn: Lisa Parker 2125 Morris Ave. 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 Holdings, LLC				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS P.O. Box 491817		CITY Los Angeles	STATE CA	POSTAL CODE 90049
ADD'L INFO RE ORGANIZATION DEBTOR		1e. TYPE OF ORGANIZATION limited liability co.	1f. JURISDICTION OF ORGANIZATION Alabama	1g. ORGANIZATIONAL ID #, if any <input checked="" 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

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
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 one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Marion Bank and Trust Company				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS P.O. Box 1288		CITY Selma	STATE AL	POSTAL CODE 36702-1288

4. This FINANCING STATEMENT covers the following collateral:

See attached Schedule "I".

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						

SCHEDULE "I"

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TO

FINANCING STATEMENT (UCC-1)

Debtor/Mortgagor: Alabaster Holdings, LLC

Secured Party/Mortgagee: Marion Bank and Trust Company

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The following (hereinafter "Mortgaged Property"):

- a) The Land situated in Shelby County, Alabama and described on Exhibit "A" attached hereto and incorporated herein by this reference;
- b) Together with all buildings, equipment, machinery, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, buildings, materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and used or intended to be used in connection with or with the operation of the Mortgaged Property, and the buildings, structures or other improvements located thereon, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever the same may be located;
- c) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Mortgaged Property, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Mortgagor of, in and to the same, including but not limited to: i) all rents, royalties, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; and ii) all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Mortgagee is hereby authorized on behalf of and in the name of Mortgagor to execute and deliver valid acquittance for, and appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorney's fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;
- d) Together with all contract and contract rights now existing or hereafter arising which are related to

the operation of the property described in Exhibit "A", reserving to Borrower, however, as long as Borrower is not in default, the right to receive the benefits of such contracts and said contract rights.

- e) Together with all leases, written or oral, and all agreements for use or occupancy of any portion of the Mortgaged Property with respect to which the Mortgagor is the lessor, any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Mortgaged Property (all such leases, subleases, agreements and tenancies heretofore mentioned, being hereinafter collectively referred to as the "Leases");
- f) Together with any and all guaranties of the lessees' and any sublessees' performance under any of the Leases;
- g) Together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Mortgagor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Mortgaged Property or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Mortgaged Property, together with any and all rights and claims of any kind that the Mortgagor may have against any such lessee under the Leases or against any subtenants or occupants of the Mortgaged Property (all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"); provided, however, so long as no Event of Default has occurred, the Mortgagor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof);
- h) Together with any award, dividend or other payment made hereafter to the Mortgagor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. Mortgagor hereby appoints the Mortgagee as the Mortgagor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend, or other payment;
- i) Together with any awards hereafter made for any taking of or injury to said Mortgaged Property through eminent domain or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance at any time provided for the benefits of Mortgagee, all of which awards, damages, premiums, and payments are hereby assigned to Mortgagee and may be at any time collected by it;
- j) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described above, including, but not limited to, all insurance, contract and tort proceeds and claims; and
- k) Marion Bank and Trust Company Money Market Account #1821288.



First American
Title Insurance Company



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**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**
(continued)

File No: 163215

LEGAL DESCRIPTION

From the Southwest corner of the NW $\frac{1}{4}$ of Section 11, Township 21 South, Range 3 West, run Northerly along the West boundary line of Section 11, Township 21 South, Range 3 West, for 722.85 feet, thence turn an angle of 88 deg. 38 min. to the right and run Easterly 368.89 feet; then turn an angle of 75 deg. 06 min. to the right and run Southeasterly 271.5 feet to the point of beginning of the land herein described; thence turn an angle of 90 deg. to the right and run Southwesterly 125.5 feet; thence turn an angle of 93 deg. 44 min. to the left and run Easterly 1,563.64 feet, more or less, to a point on the West right of way line of Alabama State Highway N. 119; thence turn an angle of 87 deg. 47 min. to the left and run Northeasterly along the West right of way line of said Highway for 249.97 feet; thence turn an angle of 93 deg. 56 min. to the left and run Southwesterly 1,557.0 feet; thence turn an angle of 84 deg. 33 min. to the left and run Southwesterly 125.0 feet more or less to the point of beginning.

This land being a part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11, Township 21 South, Range 3 West and being Revised Parcel 3 of the R.L. Roy Property Division.

Less and Except:

A part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11, Township 21 South, Range 3 West, identified as Tract No. 30, Project No. STPAA-458(1), Shelby County, Alabama, and being more fully described as follows:

Commence at the Southwest corner of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ a distance of 968 feet, more or less, to the present West right of way line of Alabama Highway 119; thence Northerly along said right of way line a distance of 271 feet, more or less, to the South property line, and the point of beginning of the property herein to be conveyed; thence continue Northerly along said right of way line a distance of 269 feet, more or less, to the present South right of way line of County Road 264, the North property line; thence Westerly along said property line a distance of 11 feet, more or less, to a point that is 62.77 feet Westerly of and at right angles to the centerline of said Project No. STPAA-458(1); thence Southerly and parallel with said centerline, a distance of 22 feet, more or less, to a point that is 62.76 feet Westerly of and at right angles to said centerline at P.T. Station 501+10.63; thence Southerly a distance of 246 feet more or less, to the South property line that is 70.99 feet left of and at right angle to centerline station 498+61.51; thence Easterly along said property line a distance of 10 feet, more or less, to the point of beginning.

All being situated in Shelby County, Alabama.