

## 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 Birmingham Marbleworks, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 2018 Old Montgomery Highway			CITY Birmingham	STATE AL	POSTAL CODE 35244	COUNTRY USA
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	COUNTRY
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 Frontier Bank						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 43 North Broadway			CITY Sylacauga	STATE AL	POSTAL CODE 35150	COUNTRY USA

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. <input 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							

SCHEDULE "I"  
TO FINANCING STATEMENT (UCC-1)

Debtor/Mortgagor: Birmingham Marbleworks, LLC  
Secured Party/Mortgagee: Frontier Bank

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) Together with 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;

(k) Together with all of the following described property of Debtor:

(1) All of Debtor's Accounts;

(2) All of Debtor's General Intangibles;

(3) All of Debtor's Inventory;

(4) All of Debtor's Equipment;

(5) All of Debtor's Miscellaneous Collateral;

(6) All of Debtor's Goods;

(7) All of proceeds and products, as the case may be, of Debtor's Accounts, General Intangibles, Equipment, Inventory, and Miscellaneous Collateral;

(8) All monies and other property of any kind, real, personal, or mixed, and tangible or intangible, now or at any time or times hereafter, in the possession or under the control of Debtor;

(9) All accessions to, substitutions for and all replacements, products and cash and non-cash proceeds of (k)(1) through (8) above, including, without limitation, proceeds of and unearned premiums with respect to insurance policies insuring any of the above-described Collateral; and

(10) All books and records (including, without limitation, customer lists, credit files, magnetic, digital and laser tapes and disks, electronic and computer storage media, computer programs, print-outs, and other computer materials and records) of Debtor pertaining to any of (k)(1) through (9) above.



In addition, the description of collateral herein shall include "all personal property of Debtor of every description" (as permitted by the revised Uniform Commercial Code), as well as the more specific descriptions set forth above.

For purposes of the above and foregoing description of the Collateral, the following definitions shall apply:

**Accounts-** All accounts, accounts receivable, chattel paper, chattel mortgages, leases, instruments, documents, promissory notes, contracts for receipt of money, conditional sales contracts, and evidences of Debt of or owing to or acquired by Debtor whether now existing or hereafter arising, including, without limitation, (1) all accounts and other rights to payment of money which arise or result from Debtor's selling or other disposition of Debtor's goods or the providing of services by the Debtor, (2) the proceeds of any insurance covering the Collateral, including any accounts receivable insurance, and (3) the return of unearned insurance premiums.

**Collateral-** Collectively, the Debtor's Accounts, General Intangibles, Equipment, Inventory, and Miscellaneous Collateral, the other property and interests described in paragraphs (a) through (h) hereof and the proceeds and products of each, as the case may be, and all other personal property of every description of Debtor.

**Documents of Title-** All present and hereafter acquired warehouse receipts, bills of lading, shipping documents, documents of title, chattel paper and instruments, whether negotiable or not, the goods and inventory relating thereto and represented thereby in all stages of manufacture, process or production, which arise under or relate to Letters of Credit issued by Secured Party in favor of Debtor.

**Equipment-** All equipment and fixtures of whatever kind or nature now owned or hereafter acquired by Debtor, including, without limitation, all machinery, vehicles, tools, dies, trade fixtures, furnishings and equipment, patterns, cranes, furniture, furnishings, motor vehicles, tractors, trailers, rolling stock, office machines and equipment, material handling equipment, manufacturing equipment, conveyors, forklifts, machine systems, computer, and all other goods used in the operation of Debtor's business, together with all accessories, parts and additions now or hereafter affixed thereto or used in connection therewith.

**General Intangibles-** All general intangibles of Debtor, whether now owned or hereafter acquired, including, without limitation, all choses in action, causes of action, corporate or other business records, deposit accounts, inventions, designs, patents, patent application, trademarks, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, customer lists, tax refund claims, computer programs, all claims under guaranties, performance and payment bonds or bonds for the furnishing of labor and materials, rights under noncompetition agreements with third parties, cash surrender value of life insurance policies owned by Debtor, security interest or other security held by or granted to Debtor to secure payment of any of the Accounts by an account debtor, all rights to indemnification, and all other intangible property of every kind and nature.

**Inventory-** All inventory of whatever kind or nature of Debtor, now owned or hereafter acquired by Debtor, and wherever located, including, without limitation, all goods held for sale or lease or furnished or to be furnished under contracts, and any raw materials, goods in transit, work in process or finished goods, supplies, returned or repossessed goods, together with all goods and materials used or consumed in Debtor's business.

**Investment Property-** The meaning ascribed to said term in the applicable Uniform Commercial Code.

**Miscellaneous Collateral-** The Borrower's Investment Property, Instruments, Chattel Paper, Documents, Supporting Obligations, Money, Letter-of-Credit Rights, Deposit Accounts, Payment Intangibles, Promissory Notes, Commercial Tort Claims, all as the said terms are defined in the Uniform Commercial Code, and wherever the same be located.

The security interest granted herein includes all of the above and foregoing properties and interests of Debtor, wherever located.

(l) Protective Life Insurance Policy Number PL0566788 (policy on the life of Daniel Weingarten).



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Shelby Cnty Judge of Probate, AL  
05/18/2011 12:29:25 PM FILED/CERT

Exhibit "A"

Lot 21, according to the Survey of Owens Industrial Park, First Addition, as recorded in Map Book 11, page 2, in the Probate Office of Shelby County, Alabama.