

1 Debtor(s) (Last Name First) and address(es)  
 Southlake Office Associates, Ltd.  
 c/o Cooper & Grelier Companies  
 Inc.  
 2204 Lakeshore Drive, Suite 200  
 Birmingham, Alabama 35209

2 Secured Party(ies) and address(es)  
 The Citizens and Southern  
 National Bank  
 4 Northeast Center South  
 2059 Northlake Parkway  
 Tucker, Georgia 30084

For Filing Officer (Date, Time, Number and Filing Office)

023743

STATE OF ALABAMA  
 I CERTIFY THAT THIS  
 INSTRUMENT WAS FILED  
 JUDGE OF PROBATE  
 00 AUG 28

4 This financing statement covers the following types (or items) of property:

All personal property and fixtures described in Exhibit "B" attached hereto and made a part hereof.

THIS FINANCING STATEMENT IS ALSO TO BE INDEXED IN THE REAL ESTATE RECORDS.

TAX Rev Mtg 253-243

6 Complete only when filing with Judge of Probate:

The initial indebtedness secured by this financing statement is \$3,130,000.00 (Filed as additional security in connection with Mortgage being filed simultaneously herewith)  
 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$17.00 (None)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)  
☐ already subject to a security interest in another jurisdiction when it was brought into this state.  
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ If covered; ☐ Proceeds of Collateral are also covered, ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Judge of Probate, Shelby County, Alabama

SEE EXHIBIT "C"

Signature(s) of Debtor(s)

SEE EXHIBIT "C"

Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY—ALPHABETICAL

EXHIBIT "A"

All that tract or parcel of land lying and being in the City of Hoover, Shelby County, Alabama and being Lot 1, according to the Survey of Southlake Office Park as recorded in Map Book 13, Page 97 in the Probate Office of Shelby County, Alabama.

TOGETHER WITH certain ingress-egress and storm water drainage easements on, over and across certain property located immediately south of, and contiguous with, said Lot 1, as set forth in Easement Agreement recorded in Volume 253, Page 236, in the Probate Office of Shelby County, Alabama.

A circular stamp containing a handwritten signature and the word "INITIAL" printed below it.

## EXHIBIT "B"

1. All machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to the real property described in Exhibit "A" hereto (the "Fee Property"), and including all trade, domestic and ornamental fixtures, appliances and articles of personal property of every kind and nature whatsoever now or hereafter located in, upon or under the Fee Property or any part thereof and used or usable in connection with any present or future operation of the Fee Property and now owned or hereafter acquired by Debtor (hereinafter collectively called the "Equipment"), including, but without limiting the generality of the foregoing, all heating, air-conditioning, freezing, lighting, laundry, cooking, incinerating and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances; air-cooling and air-conditioning apparatus; vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows; stoves; wall beds; refrigerators; dishwashers; attached cabinets; partitions; ducts and compressors; rugs and carpets; mirrors; mantles; draperies; furniture and furnishings; all building materials, supplies and equipment now or hereafter delivered to the Fee Property and intended to be installed therein; all leases and use agreements of all machinery, apparatus, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use such items, and all deposits made therefor; all additions to and renewals or replacements of all of the foregoing; and all proceeds and profits of all of the foregoing; and

2. Any and all rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, contract rights, general intangibles and benefits which are now due or may hereafter become due by reason of the renting, leasing or bailment of the Fee Property, the improvements thereon and Equipment; and

3. All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Fee Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Fee Property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets; and

4. All contracts and agreements between Debtor and others for the design, construction and inspection of the improvements to be built and erected on the Fee Property and all permits and licenses for the construction, utilization and operation for such improvements, including without limitation all building permits,

variances and special use permits, agreements with and letters of assurance and availability from providers of utilities, curb cut and other access permits, reports of soils exploration and testing, agreements with construction contractors, agreements with architects, and plans and specifications for such improvements; and

5. All personal property now owned or hereafter acquired by Debtor which is necessary or incidental to the use or operation of the Fee Property, including, without limitation:

(a) All inventories, vehicles, surveys, books, records and files, deposits, tools, supplies, food and beverages, (including all alcoholic beverages), maintenance and housekeeping supplies, fuel, stationary, other supplies of all kinds, whether used, or unused, or held in reserve storage for future use in connection with the maintenance and operation of the Fee Property, subject to such depletion and including such resupplies as shall occur and be made in the ordinary course of business, cash registers, plants, china, glassware, linens, silverware, uniforms, office maintenance and other supplies, games and recreational supplies and equipment and all other personal property of every kind and description used in connection with the operation or maintenance of the Fee Property; and

(b) All intangible personal property used in connection with the maintenance, use or operation of the Fee Property, including, without limitation, all leases, licenses, contracts, warranties, permits and approval, (to the extent same are assignable by Debtor); and

(c) All cash on hand, prepaid expenses, deposits, bank accounts, reserve accounts and accounts receivable arising out of the operation and maintenance of, or otherwise related to, the Fee Property; and

6. All rights of Debtor in and to all tradenames, trademarks, service marks, logos and goodwill now or hereafter used, reserved, or otherwise related to the Fee Property; and


7. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims.



EXHIBIT "C"


SOUTHLAKE OFFICE ASSOCIATES, LTD.,  
an Alabama limited partnership

By: Charter Investments, an Alabama  
general partnership, Authorized  
General Partner


By:   
Carter L. Cooper  
Authorized General Partner

- DEBTOR -

THE CITIZENS AND SOUTHERN  
NATIONAL BANK

By:   
Title: VP

- SECURED PARTY -

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
  
Thomas A. Hensley  
JUDGE OF PROBATE