

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
MODERN LAW FORMS
ELK GROVE VILLAGE, IL
(708) 640-1688

1-90

☐ The Debtor is a transmitting utility
as defined in ALA CODE 7-9-105(n).

No. of Additional
Sheets Presented: **4**

This FINANCING STATEMENT is presented to a Filing Officer for
filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:

Michael Czopek
Mayer, Brown & Platt
190 South LaSalle Street
Chicago, Illinois 60603

Pre-paid Acct. # _____

2. Name and Address of Debtor

(Last Name First if a Person)

Aaron Rents, Inc.
309 East Paces Ferry Road, N.E.
Atlanta, Georgia 30305

Social Security/Tax ID # _____

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Social Security/Tax ID # _____

☐ Additional debtors on attached UCC-E

3. SECURED PARTY name and address (Last Name First if a Person)

SunTrust Banks, Inc.
25 Park Place, N.E.
Atlanta, Georgia 30303

Social Security/Tax ID # _____

☐ Additional secured parties on attached UCC-E

5. The Financing Statement Covers the Following Types (or Items) of Property:

The property described on Schedule I hereto.
Such property includes goods which are or may become fixtures
attached to the real estate described on Exhibit A hereto.
This financing statement is to be filed in the real estate
records of the jurisdiction where the real estate is located.
The record owner of the real estate is SunTrust Banks, Inc.

*Additional Security for instrument filed as
Instrument # 1997-00142*

Check X if covered: ☒ Products of Collateral are also covered.

6. This statement is filed without the debtor's signature to perfect a security interest in collateral
(check X, if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ already subject to a security interest in another jurisdiction when debtor's location changed
to this state.
☐ which is proceeds of the original collateral described above in which a security interest is
perfected.
☐ acquired after a change of name, identity or corporate structure of debtor
☐ as to which the filing has lapsed.

7. Complete only when filing with the Judge of Probate:

The initial indebtedness secured by this financing statement is \$2,029,000

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 0

8. ☒ This financing statement covers timber to be cut, crops, or fixtures and is to be cross
indexed in the real estate mortgage records (Describe real estate and if debtor does not have
an interest of record, give name of record owner in Box 5)

Signature(s) of Secured Party(ies)
(Required only if filed without debtor's Signature — see Box 6)

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

Aaron Rents, Inc.
Type Name of Individual or Business

Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Secured Party(ies) or Assignee

Type Name of Individual or Business

(1) FILING OFFICER COPY — ALPHABETICAL
(2) FILING OFFICER COPY — NUMERICAL

(3) FILING OFFICER COPY — ACKNOWLEDGEMENT
(4) FILE COPY SECURED PARTY(S)

(5) FILE COPY DEBTOR(S)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1
Approved by The Secretary of State of Alabama

Inst # 1997-00145
01/02/1997-00145
02:24 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCO 12:00

Name and Address
of Debtor:

Aaron Rents, Inc.
309 East Paces Ferry Road, N.E.
Atlanta, Georgia 30305
Tax ID No.: [REDACTED]

Name and Address of
Secured Party:

SunTrust Banks, Inc.
25 Park Place
Atlanta, Georgia 30303
Tax ID No.: [REDACTED]

Name and Address of
Assignee:

SunTrust Bank, Atlanta, as Agent
25 Park Place
Atlanta, Georgia 30303
Tax ID No.: [REDACTED]

Schedule I to Uniform
Commercial Code Financing Statement

Description of the Collateral

The property subject to the Financing Statement is described as follows:

(A) the parcel(s) of real property described on Exhibit A (the "Land"); and the fee interest in the land described in Exhibit A (if and when acquired by Debtor, and which shall then be deemed included in the "Land"); all buildings, structures, Fixtures, Equipment, and other improvements of every kind existing at any time and from time to time on or under the Land, together with any and all appurtenances to such buildings, structures or improvements, including sidewalks, utility pipes, conduits and lines, parking areas and roadways, and including all modifications, alterations, renovations, improvements and other additions to or changes in the Improvements at any time ("Improvements"); all agreements, easements, rights of way or use, rights of ingress or egress, privileges, appurtenances, tenements, hereditaments and other rights and benefits at any time belonging or pertaining to the Land or the Improvements, including, without limitation, the use of any streets, ways, alleys, vaults or strips of land adjoining, abutting, adjacent or contiguous to the Land and all permits, licenses and rights,

whether or not of record, appurtenant to the Land ("Appurtenant Rights"; the Land, Improvements, Appurtenant Rights, Fixtures and Equipment relating thereto being collectively referred to as the "Property");

(B) all the estate, right, title, claim or demand whatsoever of the Debtor, in possession or expectancy, in and to the Property or any part thereof;

(C) all right, title and interest of the Debtor in and to all of the fixtures, furnishings and fittings of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by the Debtor and now or subsequently attached to, or contained in or used or usable in any way in connection with any operation or letting of the Property (all of the foregoing in this paragraph (C) being referred to as the "Fixtures");

(D) all right, title and interest of the Debtor in and to all of the fixtures, chattels, business machines, machinery, apparatus, equipment, furnishings, fittings and articles of personal property of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by the Debtor and now or subsequently attached to, or contained in or used or usable in any way in connection with any operation or letting of the Property, including but without limiting the generality of the foregoing, all screens, awnings, shades, blinds, curtains, draperies, artwork, carpets, rugs, storm doors and windows, furniture and furnishings, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, escalators, refrigerators, display cases, elevators, loading and unloading equipment and systems, stoves, ranges, laundry equipment, cleaning systems (including window cleaning apparatus), telephones, communication systems (including satellite dishes and antennae), televisions, computers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description (all of the foregoing in this paragraph (D) being referred to as the "Equipment");

(E) all right, title and interest of the Debtor in and to all substitutes and replacements of, and all additions and improvements to, the Improvements and the Fixtures and Equipment, subsequently acquired by the Debtor or constructed, assembled or placed by the Debtor on the Land, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials

whether stored at the Property or offsite, and, in each such case, without any further conveyance, mortgage, assignment or other act by the Debtor;

(F) all right, title and interest of the Debtor in, to and under all trade names, trade marks, logos, copyrights, good will and books and records relating to or used in connection with the operation of the Property or the Fixtures or any part thereof; and all general intangibles related to the operation of the Improvements now existing or hereafter arising;

(G) all right, title and interest of the Debtor in and to all unearned premiums under insurance policies now or subsequently obtained by the Lessee relating to the Property or the Fixtures and the Debtor's interest in and to all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds: and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Property for the taking by eminent domain, condemnation or otherwise, of all or any part of the Property or any easement or other right therein;

(H) all right, title and interest of the Debtor in and to (i) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Property or any part thereof and (ii) all plans and specifications relating to the Property;

(I) all rents, payments, purchase prices, receipts, revenues, issues and profits payable under the Lease or pursuant to any other lease with respect to the Property; and

(J) all proceeds, both cash and noncash, of the foregoing; excluding, however, all inventory of Lessee held by Lessee for resale or rental.

Definitions

As used above, the term "Lease" means that certain Lease dated September 20, 1996 between Aaron Rents, Inc., as lessee, and SunTrust Banks, Inc., as lessor, as supplemented from time to time.

As used above the term "Lessee" means Aaron Rents, Inc.

END OF SCHEDULE I

Exhibit A

Commence at the Northeast corner of Section 36, Township 19 South, Range 3 West and run southerly along the east line of said Section 36 a distance of 549.85 feet; thence turn $76^{\circ} 10' 07''$ right and run southwesterly 135.38 feet to the point of beginning; thence continue along the last described course for 537.91 feet to a point on the northeast right of way line of Shelby County Road No. 275; thence turn $67^{\circ} 22' 28''$ right and run northwesterly along said road right of way line 208.79 feet; thence turn $94^{\circ} 17' 04''$ right and run northeasterly 123.00 feet; thence turn $94^{\circ} 17' 40''$ left and run northwesterly 100.00 feet; thence turn $85^{\circ} 40' 29''$ left and run 123.01 feet to a point on said northeast right of way line of Shelby County Road No. 275; thence turn $85^{\circ} 17' 21''$ right and run along said right of way line 99.92 feet; thence turn $40^{\circ} 28' 05''$ right and run 26.75 feet to a point on the southeast right of way line of State Highway No. 261; thence turn $64^{\circ} 29' 48''$ right and run northeasterly along said right of way line 129.28 feet; thence turn $1^{\circ} 30' 35''$ right and run along said right of way line 119.20 feet; thence turn $9^{\circ} 05' 39''$ left and run along said right of way 53.09 feet; thence turn $1^{\circ} 15' 28''$ left and run along said right of way 307.65 feet; thence turn $58^{\circ} 27' 29''$ right and run southeasterly 236.92 feet to a point on the west right of way line of U.S. Highway No. 31; thence turn $69^{\circ} 06' 06''$ right to the tangent at said point of a curve to the left, said curve having a radius of 1,752.68 feet, and run along said curve and said Highway No. 31 right of way 86.88 feet to a point; thence turn $90^{\circ} 00' 00''$ left from the tangent to said curve at said point and run 15.00 feet to a point; thence turn $90^{\circ} 00' 00''$ right to the tangent at said point of a curve to the left, said curve having a radius of 1,737.68 feet, and run along said curve and said Highway No. 31 right of way 302.15 feet to the point of beginning.

Inst. # 1997-00145

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01/02/1997-0014
02:24 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOUGLAS R. HODGSON