

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

cut here

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

No. of Additional
Sheets Presented:

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

1. Return copy or recorded original to:

Falcon Financial, LLC
2015 West Main Street
Stamford, CT 06902
Attention: D. Karp

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

Automotive Realty Partners, L.L.C.
2200 Highway 31 South
Pelham, AL 35124

Social Security/Tax ID#

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Murphy Automotive Group, L.L.C.
2200 Highway 31 South
Pelham, AL 35124

Social Security/Tax ID#

☐ Additional debtors on attached UCC-E

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

Falcon Financial, LLC, a Delaware limited liability company doing business in the State of Alabama as Falcon Lending, L.L.C.
2015 West Main Street
Stamford, CT 06902

Social Security/Tax ID#

☐ Additional secured parties on attached UCC-E

THIS SPACE FOR USE OF FILING OFFICER

Date, Time, Number & Filing Office

Inst # 2001-02515
01/23/2001-02515
03:49 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 CJ1 22.00

FILED WITH:

4. ASSIGNEE OF SECURED PARTY

(IF ANY)

(Last Name First if a Person)

ABN AMRO Bank, N.V.
135 South LaSalle Street, Suite 725
Chicago, IL 60674-9135

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

See Rider attached hereto and made a part hereof.

***NO TAX DUE. RECORDING TAXES PAID UPON FILING OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING MADE BY DEBTOR TO SECURED PARTY CONTEMPORANEOUSLY HEREWITH**

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:

000	900
100	
200	
300	
500	
600	
700	

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 \$ 3,400,000.00

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

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)

See Schedule 1

Type Name of Individual or Business

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


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

See Schedule I


Type Name of Individual or Business

SCHEDULE 1

AUTOMOTIVE REALTY PARTNERS,
L.L.C., an Alabama limited liability
company

By: 
Name: William E. Murphy
Title: Manager

MURPHY AUTOMOTIVE GROUP, L.L.C.,
an Alabama limited liability company

By: 
Name: William E. Murphy
Title: Manager

FALCON FINANCIAL, LLC, A Delaware
limited liability company doing business in
the State of Alabama as Falcon Lending,
L.L.C.

By: _____
Name:
Title:

SCHEDULE 1

AUTOMOTIVE REALTY PARTNERS,
L.L.C., an Alabama limited liability
company

By: _____
Name: William E. Murphy
Title: Manager

MURPHY AUTOMOTIVE GROUP, L.L.C.,
an Alabama limited liability company

By: _____
Name: William E. Murphy
Title: Manager

FALCON FINANCIAL, LLC, A Delaware
limited liability company doing business in
the State of Alabama as Falcon Lending,
L.L.C.

By: 
Name: David A. Karp
Title: President

RIDER TO UCC-1 FINANCING STATEMENT

Name and address of Debtor:

AUTOMOTIVE REALTY PARTNERS,
L.L.C.
2200 Highway 31 South
Pelham, Alabama 35124

Taxpayer Identification Number
of Debtor:



Name and address of Debtor:

MURPHY AUTOMOTIVE GROUP, L.L.C.
2200 Highway 31 South
Pelham, Alabama 35124

Taxpayer Identification Number
of Debtor:



Name and address of Secured Party:

FALCON FINANCIAL, LLC doing
business in the State of Alabama as
FALCON LENDING, L.L.C.
2015 West Main Street
Stamford, CT 06902

Taxpayer Identification Number
of Secured Party:



Business: The business operated under the following trade name at the following
address:

Trade Name

Address (See Exhibit A for more specific description)

Murphy Mitsubishi

2200 Highway 31 South
Pelham, Alabama 35124

The Collateral covered by this Financing Statement includes:

(a) All estate, right, title and interest of the Debtor in, to, under or derived from all machinery, equipment, fixtures and accessions thereof and renewals, replacements thereof and substitutions therefor and other tangible property of every kind and nature whatsoever owned or acquired by the Debtor, or in which the Debtor has or shall have an interest, now or hereafter located upon the real property described on Exhibit A (the "Real

Property") or in the above described business (the "Business"), or appurtenant thereto, or usable exclusively in connection with the present or future operation and occupancy of the Business (hereinafter collectively called the "Equipment");

(b) All estate, right, title and interest of the Debtor in, to, under or derived from all contract rights, chattel paper, instruments, general intangibles, computer hardware, software and intellectual property, Accounts, guaranties and warranties, letters of credit, and documents, in each case relating to the Business or to the present or future operation or occupancy of the Business, and all plans, specifications, maps, surveys, studies, books of account, records, files, insurance policies, guarantees and warranties, all relating to the Real Property and the Business or to the present or future operation or occupancy of the Real Property and the Business, all architectural, engineering, construction and management contracts, all supply and service contracts for water, sanitary and storm sewer, drainage, electricity, steam, gas, telephone and other utilities relating to the Real Property and the Business and all other agreements affecting or relating to the use, enjoyment or occupancy of the Business but in each case excluding all Excluded Collateral (as defined below);

(c) All estate, right, title and interest of the Debtor in, to, under or derived from all licenses, authorizations, certificates, variances, consents, approvals and other permits now or hereafter pertaining to the Real Property and the Business and all estate, right, title and interest of the Debtor in, to, under or derived from all tradenames or business names relating to the Business or the present or future operation or occupancy of the Business, but excluding all Excluded Collateral (hereafter defined);

(d) All estate, right, title and interest of the Debtor in, to, under or derived from all amounts deposited with the Secured Party, including all insurance proceeds and awards and including all notes, certificates of deposit, instruments, securities and other investments relating thereto and all interest, dividends and other income thereon, proceeds thereof and rights relating thereto;

(e) All estate, right, title and interest of the Debtor in, to, under or derived from all proceeds of any sale, transfer, taking by condemnation (or any proceeding or purchase in lieu thereof), financing, refinancing or a conversion into cash or liquidated claims, whether voluntary or involuntary, of any of the Real Property or the Business, including all insurance proceeds and awards and title insurance proceeds under any title insurance policy now or hereafter held by the Debtor, and all rights, dividends and other claims of any kind whatsoever (including damage, secured, unsecured, priority and bankruptcy claims) now or hereafter relating to the Real Property, the Business, or any other collateral all of which the Debtor hereby irrevocably directs be paid to the Secured Party to the extent provided hereunder, to be held, applied and disbursed as provided in the Loan Documents;

(f) All estate, right, title and interest of the Debtor as seller in, to or under any agreement, contract, understanding or arrangement pursuant to which the Debtor has obtained the agreement of any person to purchase any of the Real Property, the Business,

or the Collateral (as defined below) or any interest therein and all income, profits, benefits, avails, advantages and claims against guarantors under any thereof;

(g) All inventory, excluding motor vehicles, held or maintained at the Business, or otherwise used in the ownership or operation of the Business, together with all additions and accessions thereto, replacements therefor, products thereof and documents therefor (collectively, the "Inventory");

(h) All income and proceeds of any and all of the above items (a) through (g). All such items (a) through (h) being sometimes referred to as the "Collateral".

Notwithstanding the foregoing provisions, the grant of a security interest hereunder shall **NOT** extend to, and the term "Collateral" shall not include, any general intangibles which are now or hereafter held by the Debtor as licensee, franchisee or otherwise, to the extent that (i) such general intangibles are not assignable or capable of being encumbered as a matter of law or under the terms of the license, franchise agreement or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of the licensor or franchisor thereof or other applicable party thereto and (ii) such consent has not been obtained ("Excluded Collateral"); *provided, however*, that the foregoing grant of security interest shall extend to, and the term Collateral shall include, (A) any and all proceeds of such general intangibles to the extent that the assignment or encumbering of such proceeds is not so restricted and (B) upon any such licensor, franchisor or other applicable party's consent with respect to any such otherwise excluded general intangibles being obtained, thereafter such general intangibles as well as any and all proceeds thereof that might theretofore have been excluded from such grant of a security interest and the term "Collateral."

Exhibit A

A part of the North half of Northwest quarter of Southwest quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commencing at the accepted Southwest corner of said North half of Northwest quarter of Southwest quarter of said Section, run in an Easterly direction along the South line of said 20 acres for a distance of 587.28 feet to an existing iron rebar being the Point of Beginning of said tract; thence turn an angle to the left of $98^{\circ} 02' 38''$ and run in a Northerly direction for a distance of 244.73 feet to an existing solid iron; thence turn an angle to the right of $67^{\circ} 44' 58''$ and run in a Northeasterly direction for a distance of 563.14 feet to an existing PK nail being on the West right of way line of the new Montgomery Highway; thence turn an angle to the right of $(93^{\circ} 51' 45''$ to the chord) and run in a Southeasterly direction along the Southwest right of way line of said Montgomery Highway (having a central angle of $14^{\circ} 33' 54''$ and a radius of 1809.86 feet) for a distance of 460.08 feet to an existing old iron rebar; thence turn an angle to the right $(106^{\circ} 26' 54''$ from last mentioned chord) and run in a Westerly direction for a distance of 666.33 feet; more or less to the Point of Beginning.

Inst # 2001-02515

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007 CJ1 22.00