

20070119000030250 1/5 \$34.00
Shelby Cnty Judge of Probate, AL
01/19/2007 12:39:32PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
<i>Please Return To</i> Zonia N. Veal 43484-S <i>First National Financial Title Services, Inc.</i> 3237 Satellite Blvd., Bldg. 300, Ste 450 Duluth, GA 30096

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				
Evolution Management Services, LLC				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
4000 Eagle Point Corporate Drive		Birmingham	AL	35242 USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		limited liability co.	Alabama	☒ 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
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ 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				
HOMETOWN COMMERCIAL CAPITAL, LLC				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
330 Primrose Road		Burlingame	CA	94010 USA

4. This FINANCING STATEMENT covers the following collateral:

Attached Schedules A and B incorporated herein.

REAL PROPERTY is located in Shelby County, Alabama as further described on the attached Schedule B.

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						

File with Alabama Secretary of State Record at Shelby County, Alabama



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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME			
OR	Evolution Management Services, LLC		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX	

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME				
OR				
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

14. Description of real estate:

See Schedule B attached.

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

Schedule A

All of the right, title and interest of Debtor in and to all of the following as (i) used in connection with or related to or associated with the ownership, use, maintenance, managing, leasing, occupancy or operation of; (ii) located on or affixed or appurtenant to; or (iii) identified for use in or with (whether or not stored at the Property, defined below), the real property described in Schedule "B" (the "Land"), attached hereto and incorporated herein by this reference and all improvements and buildings located thereon (collectively, the "Property"):

1. Fixtures and Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements");
2. Personal Property. All accounts, chattel paper, inventory, equipment, books and records, fixtures, instruments, including promissory notes, investment property, documents, deposit accounts, letter of credit rights, general intangibles including payment intangibles, and supporting obligations (as those terms are defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code")), now or hereafter owned by Debtor, or in which Debtor has or shall have an interest, which are (i) now or hereafter located upon the Land and the Improvements, or (ii) appurtenant thereto, or (iii) usable in connection with the present or future operation and occupancy of the Land and the Improvements, or (iv) related to or used in connection with the operation of the Property; together with all accessions, attachments, accessories, tools, parts, supplies, replacements and additions to any of the forgoing and all products, produce and proceeds (including insurance proceeds) of any of the property described in this section (collectively, the "Personal Property");
3. Leases and Rents. All existing and future leases, subleases and other agreements affecting the use, enjoyment or occupancy of all or any part of the Land and/or the Improvements (and all extensions, amendments and modifications thereto), now or hereafter made, whether before or after the filing by or against Debtor of any petition for relief under Creditors Rights Laws together with any extension, renewal or replacement of the same (the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, all guarantees, letters of credit and any other credit support given by any guarantor, cash or securities deposited under the Lease to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, income, issues and profits (including all oil and gas or other mineral royalties and bonuses) deposits, accounts and other benefits from the Leases or otherwise from the use, enjoyment or occupancy from the Land and Improvements and any cash or security deposited in connection therewith whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Creditors Rights Laws (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of Debtor's indebtedness to Secured Party. For purposes of this financing statement, "Creditors Rights Laws" means any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency,

reorganization, conservatorship, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to debts or debtors;

4. Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;
5. Tax Certiorari. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;
6. Insurance Proceeds. Any insurance proceeds or policies of any sort whatsoever pertaining to the property and the Collateral, or any part thereof; and
7. Other Rights. Any and all other rights of Debtor in and to the Property, all proceeds and products of, accessions to and substitutions and replacements thereof.

Schedule B

Description of Land


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All that tract or parcel of land lying and being in Shelby County, Alabama, and being more particularly described as follows:

Lot 4, according to the Survey of Eagle Point Office Park Resurvey, as recorded in Map Book 26, Page 104, in the Probate Office of Shelby County, Alabama.