



20091228000470960 1/5 \$34.00  
Shelby Cnty Judge of Probate, AL  
12/28/2009 03:42:04 PM FILED/CERT

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Michelle Gilbert (205) 380-4181	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) <div><div></div>Land Title Company of Alabama 600 North 20<sup>th</sup> Street Birmingham, AL 35203</div>	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – insert only <u>one</u> debtor name (1a or 1b) – do not abbreviate or combine names					
1a. ORGANIZATION'S NAME HOWARD BROTHERS INVESTMENTS, LLLP					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 5596 Riverview Road			CITY Mableton	STATE GA	POSTAL CODE 30126
1d. TAX I.D. #: SSN OR EIN			1e. TYPE OF ORGANIZATION LLLP		1f. JURISDICTION OF ORGANIZATION Georgia
ADD'L INFO RE ORGANIZATION DEBTOR			1g. ORGANIZATIONAL I.D.#, if any 0572784		<input type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only <u>one</u> 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 USA
2d. TAX I.D. #: SSN OR EIN			2e. TYPE OF ORGANIZATION		2f. JURISDICTION OF ORGANIZATION
ADD'L INFO RE ORGANIZATION			2g. ORGANIZATIONAL I.D.#, if any		<input type="checkbox"/> NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – insert only <u>one</u> secured party name (3a or 3b)					
3a. ORGANIZATION'S NAME Atlantic Capital Bank					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS Terminus 100, 3280 Peachtree Road N.W., Suite 1600			CITY Atlanta	STATE GA	POSTAL CODE 30305
					COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

Collateral more particularly described in the UCC Financing Statement Addendum attached hereto and made a part hereof.

All property described on Exhibit B attached hereto and incorporated herein by reference, now owned or hereafter acquired by Debtor and used in connection with the operation of the real property described in Exhibit A attached hereto.

5. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING	
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 [ADDITIONAL FEE] [optional]
8. OPTIONAL FILER REFERENCE DATA c/m #19228-13 Shelby County, Alabama	

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

OR	9a. ORGANIZATION'S NAME Howard Brothers Investments, LLLP		
	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

OR	11a. ORGANIZATION'S NAME				
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. TAX I.D. #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL I.D.#, if any	
				<input type="checkbox"/> NONE	

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

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

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 Exhibit A attached hereto.

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

Debtor is record owner.

16. Additional collateral description:

See Exhibit B attached hereto.

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

**EXHIBIT A**

**Debtor:** Howard Brothers Investments, LLLP

**Secured Party:** Atlantic Capital Bank



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**Description of the Land**

All the certain real property located in the County of Shelby, State of Alabama, described as follows:

**Site 5-A, Resurvey of Sites 5A and 7A, being a resurvey of part of sites 4, 5, 6A and 7, being a resurvey of Site 6 and Lot 1-A-1-A-1, Shelby West Corporate Park, as recorded in Map Book 29, page 111, in the Probate Court of Shelby County, Alabama.**



**EXHIBIT B**

  
20091228000470960 4/5 \$34.00  
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**Debtor:** **Howard Brothers Investments, LLLP**

**Secured Party:** **Atlantic Capital Bank**

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(a) The real property or interest therein described in Exhibit A attached hereto and incorporated herein by this reference, together with all right, title, interest, and privileges of Debtor in and to: (i) all streets, ways, roads, alleys, easements, rights-of-way, licenses, rights of ingress and egress, vehicle parking rights, and public places, existing or proposed, abutting, adjacent, used in connection with, or pertaining to such real property or the improvements thereon; (ii) any strips or gores of real property between such real property and abutting or adjacent properties; (iii) all water and water rights, timber, and crops, pertaining to such real property; and (iv) all appurtenances and all reversions and remainders in or to such real property (the "Land");

(b) All substances in, on, or under the Land which now or in the future have value and can be extracted or removed from the Land, including oil, gas, and all other hydrocarbons, coal, lignite, carbon dioxide and all other nonhydrocarbon gases, uranium and all other radioactive substances, and gold, silver, copper, iron and all other metallic substances or ores (the "Minerals");

(c) All materials, supplies, equipment, systems, apparatus, and other items now owned or hereafter acquired by Debtor and now or hereafter attached to (temporarily or permanently) any of the Improvements or the Land, including any and all partitions, dynamos, window screens and shades, draperies, rugs and other floor coverings, awnings, motors, engines, boilers, furnaces, pipes, cleaning, and sprinkler systems, fire extinguishing apparatus and equipment, water tanks, swimming pools, heating, ventilating, refrigeration, plumbing, laundry, lighting, generating, waste disposal, stairway, elevator, escalator, conveyor, incinerating, air conditioning, and air cooling equipment and systems, gas and electric machinery and equipment, disposals, dishwashers, refrigerators, ranges, recreational equipment and facilities of all kinds, cables, telephone and communication systems, and water, gas, electrical, storm, and sanitary sewer facilities, and all other utilities, whether or not situated in easements, together with all accessions, appurtenances, replacements, betterments, and substitutions for any of the foregoing and the proceeds thereof (the "Fixtures");

(d) Any and all buildings, covered garages, air conditioning towers, open parking areas, structures, Fixtures (to the extent they are real property), and other improvements of any kind or nature, and any and all additions, alterations, betterments or appurtenances thereto, now or at any time hereafter situated, placed, or constructed upon the Land or any part thereof (the "Improvements");

(e) All of the right, title, and interest of Debtor in and to: (i) all refundable, returnable, or reimbursable fees, deposits, or other funds or evidences of credit or indebtedness deposited by or on behalf of Debtor with any governmental authorities, including tap fees, utility deposits, commitment fees, development costs, and any awards, remunerations, reimbursements, settlements, or compensation heretofore made or hereafter to be made by any governmental authorities pertaining to the Land, Minerals, Improvements, or Personalty, including those for any vacation of, or change of grade in, any streets affecting the Land or the Improvements and those for municipal utility district or other utility costs incurred or deposits made in connection with the Land or the Improvements; (ii) the Leases (defined hereinafter) and rights and interests therein (but not the obligations) and the Fixtures to the extent they are personal property; and (iii) all other Contracts (defined hereinafter); together with all accessions, replacements, substitutions, revenues, and proceeds of each of the foregoing. (the "Personalty"; notwithstanding anything contained in the foregoing to the contrary, "Personalty" shall not include Rents [as hereinafter defined]);

(f) All of the right, title, and interest of Debtor in, to, and under any and all of the following, whether now or hereafter existing: (i) contracts for the purchase or sale of all or any portion of the Property; (ii) earnest money or other deposits escrowed or to be escrowed, letters of credit provided or to be provided, security, or other deposits under any of the Contracts; (iii) contracts, licenses, permits, and rights relating to water,




wastewater, and other utility services which are directly or indirectly related to, or connected with, the Property whether executed, granted, or issued by a private person or entity or a governmental or quasi-governmental agency, including any and all rights of living unit equivalents or other entitlements with respect to water, wastewater, and other utility services; (iv) certificates, licenses, zoning variances, permits, and no-action letters from each governmental authority related to the Property, including those required to evidence compliance by Debtor and all Improvements with all governmental requirements and legal requirements applicable to the Property and to develop and/or operate the Property for its intended use; (v) construction contracts, design services contracts, and other contracts, subcontracts, leases, licenses, and permits which in any way relate to the development, construction, use, enjoyment, occupancy, operation, maintenance, or ownership of the Property or the activities conducted thereon, including maintenance agreements and service contracts; (vi) all amendments, supplements, restatements, and renewals of or to any of the foregoing; and (vii) all of the revenues, proceeds, insurance proceeds, deposits, fees, receivables, payments, rents, reimbursements, awards, and other rights or benefits arising from or in connection with any of the foregoing; (the "Contracts", provided that the term "Contracts" shall not include Leases or Rents.);

(g) Any and all leases, master leases, subleases, licenses, concessions, or other agreements (whether written or oral, or now or hereafter in effect) which grant to third parties a possessory interest in and to, or the right to use or occupy, all or any part of the Property, together with all security and other deposits related thereto, and all other rights and benefits arising from the Leases except the Rents (the "Leases");

(h) All of the rents, revenues, income, proceeds, profits, and receivables, but excluding security and other types of deposits, paid, payable to, or otherwise inuring to the benefit of Debtor pursuant to or in connection with any Leases (the "Rents"); and

(i) Any other interest of Debtor now owned or hereafter acquired in and to the Land, Minerals, Fixtures, Improvements, Personalty, Leases, and Rents, together with any and all other security and collateral of any nature whatsoever, now or hereafter given for the repayment of the debts owned by Debtor to Secured Party.

  
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