

20100714000223520 1/4 \$33.00
Shelby Cnty Judge of Probate, AL
07/14/2010 12:37:18 PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] James E. Vann (205) 930-5484	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) James E. Vann Sirote & Permutt, P.C. 2311 Highland Avenue South Birmingham, Alabama 35205	

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 GARR, LLC				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 100 Corporate Parkway, Suite 350		CITY Birmingham	STATE AL	POSTAL CODE 35242
				COUNTRY USA
1d. TAXID#: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability company	1f. JURISDICTION OF ORGANIZATION Alabama	1g. ORGANIZATIONAL ID #, if any ☒ 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 Fouladbakhsh		FIRST NAME Moiz	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS 2057 Valleydale Road, Suite 200		CITY Birmingham	STATE AL	POSTAL CODE 35244
				COUNTRY USA
2d. TAX ID#: SSN OR EIN	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 ServisFirst Bank				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 850 Shades Creek Parkway, Suite 200		CITY Birmingham	STATE AL	POSTAL CODE 35209
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All of the property and collateral and types of property and collateral described on Schedule A located on or relating to the real property described in Exhibit A attached hereto, whether now owned or existing or hereafter created or acquired.

Additional security for mortgage recorded at 20100714000223500

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) [optional]		☐ All Debtors	☐ Debtor 1	☐ Debtor 2	

8. OPTIONAL FILER REFERENCE DATA

49210-53

UCC FINANCING STATEMENT ADDENDUM
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Barcode and filing information: 20100714000223520 2/4 \$33.00, Shelby Cnty Judge of Probate, AL, 07/14/2010 12:37:18 PM FILED/CERT

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT
9a. ORGANIZATION'S NAME: GARR, LLC
OR
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 debtor 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. TAXID#: SSN OR EIN, ADD'L INFO RE ORGANIZATION DEBTOR, 11e. TYPE OF ORGANIZATION, 11f. JURISDICTION OF ORGANIZATION, 11g. ORGANIZATIONAL ID #, if any

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME -insert only one debtor 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 [X] fixture filling.
14. Description of real estate.

See Exhibit A attached hereto and incorporated herein

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

GARR, LLC and Moiz Fouladbakhsh

16. Additional collateral description:

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

(a) All that tract or parcel or parcels of land and estates more particularly described on Exhibit A attached hereto and made a part hereof (the "Land");

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements (except household goods of the Debtor not acquired with the proceeds of any amount secured hereby), including all extensions, additions, improvements, betterments, renewals, substitutions and replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "Improvements");

(c) All accounts (as presently or hereafter defined in the Uniform Commercial Code), general intangibles, goods, contracts and contract rights relating to the Land, Improvements, and other Mortgaged Property, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land, Improvements and other Mortgaged Property;

(d) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, subleases, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:

(i) All rents, royalties, profits, issues and revenues of the Land, Improvements, and other Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Debtor, however, so long as Debtor is not in default hereunder, the right to receive and retain the rents, issues and profits thereof; and

(ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land, Improvements, or other Mortgaged Property, or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land, Improvements, or other Mortgaged Property, or any part thereof, or to any rights or appurtenances thereto, including any award for change of grade or streets. Lender is hereby authorized on behalf of and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees on any of the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

(e) Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements relating to the use, development, construction, occupancy and operation of the Land and Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing;

(f) All proceeds and products, cash or non-cash (including, but not limited to, all insurance, contract and tort proceeds and all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the property described above) of any of the foregoing types or items of property described in subparagraphs(a), (b), (c) (d) or (e) above.

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

Lot 1-A, according to the Survey of Brook Highland Office Park as recorded in Map Book 41, Page 17, in the Probate Office of Shelby County, Alabama.

Together with that certain easement for ingress, egress and utilities as set out in Map Book 41, Page 17, in the Probate Office of Shelby County, Alabama. Also together with all rights that constitute an interest in real estate as established under that certain Declaration of Ingress Egress and Utility Easement recorded in Instrument Number 20090507000171060, in the Probate Office of Shelby County, Alabama.