

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
R. Weiner 404-873-8500

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Ronald A. Weiner, Esquire
Arnall Golden Gregory LLP
171 17th Street NW Suite 2100
Atlanta, GA 30363

20120904000331310 1/5 \$37.00
Shelby Cnty Judge of Probate, AL
09/04/2012 09:54:16 AM FILED/CERT

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
United Birmingham, L.L.C.

OR 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
625 Holcomb Bridge Road Norcross GA 30071 USA

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
limited liability company Georgia GA-07068517 ☐ 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
United Real Property Investment, LLC

OR 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
625 Holcomb Bridge Road Norcross GA 30071 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
limited liability company Georgia GA-0032506 ☐ 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
Bank of North GA div Synovus Bank

OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
8025 Westside Parkway Alpharetta GA 30009 USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A and Exhibit B attached hereto and incorporated herein.

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

To be filed in the real property records of Shelby County, Alabama

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

FORM SHOULD BE TYPEWRITTEN OR COMPUTER GENERATED

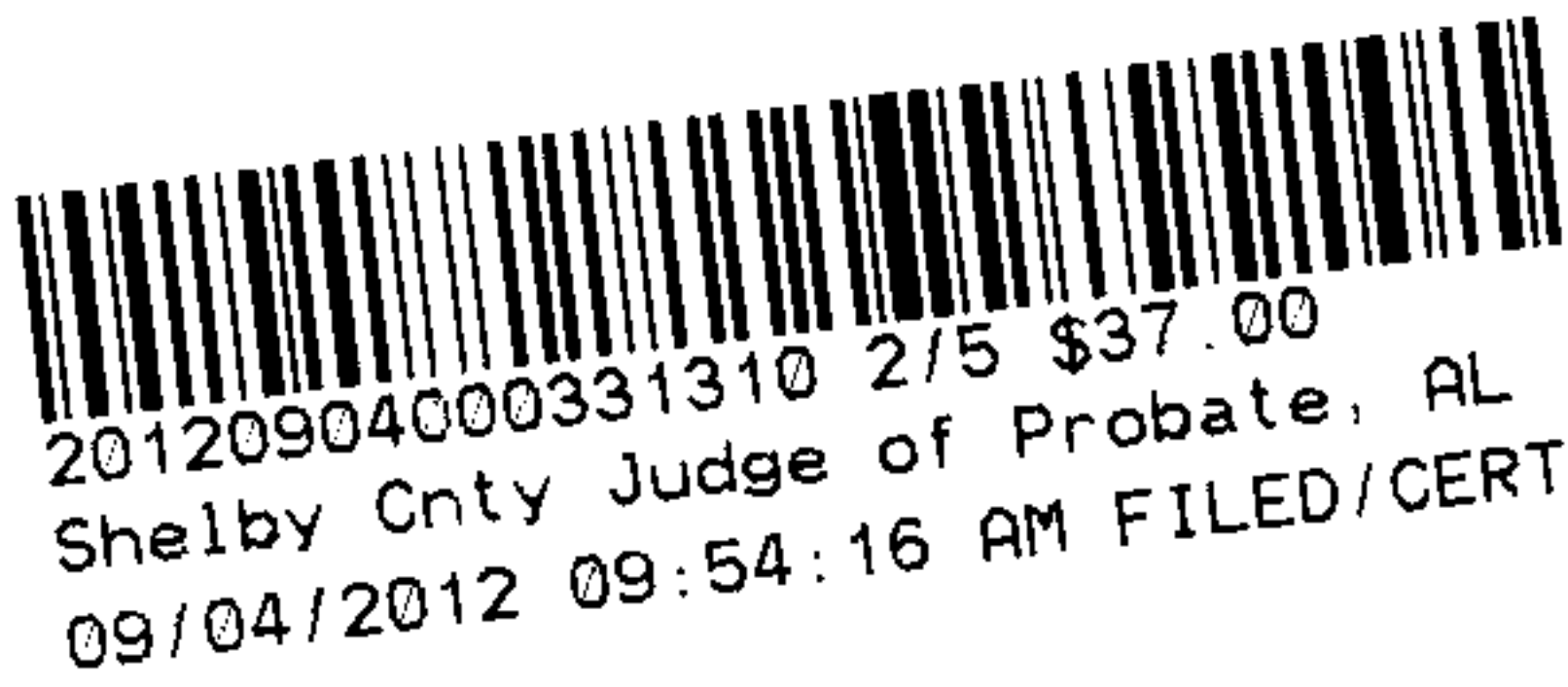
UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

9a. ORGANIZATION'S NAME	United Birmingham, L.L.C.		
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 name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME	United Consulting Group, Ltd.					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX		
11c. MAILING ADDRESS	625 Holcomb Bridge Road		CITY	STATE	POSTAL CODE	COUNTRY
		Norcross		GA	30071	USA
11d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any		
		corporation	Georgia	GA- K001036 <input type="checkbox"/> 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 Exhibit A attached hereto and incorporated herein by reference.

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

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

EXHIBIT "A"

Legal Description Shelby County Alabama Property

Part of the Southeast 1/4 of the Northwest 1/4 of Section 26, Township 19 South; Range 1 West, Shelby County Alabama, being more particularly described as follows: From Northwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 26, run in a Southerly direction along the West line of said 1/4 1/4 Section as shown on the recorded map of EZ Street, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 23 page 142, for a distance of 539.3 feet to the Southwest corner of Lot 1, of said EZ Street being on the North right of way line of Shelby County Highway #280, thence turn an angle to the left of 94 deg. 05 min. 11 sec. and run in an Easterly direction along the North right of way of Shelby County Highway #280 for a distance of 150.63 feet to an existing 3/8 inch iron rebar being the point of beginning; thence continue in an Easterly direction along the North right of way line of said Shelby County Highway #280 for a distance of 322.31 feet to an existing 1/2 inch Arrington rebar; thence turn an angle to the left of 87 deg. 05 min. 08 sec. and run in a Northerly direction for a distance of 300.00 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 92 deg. 54 min. 52 sec. and run in a Westerly direction for a distance of 259.25 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 75 deg. 21 min. 07 sec. and run in a Southwesterly direction for a distance of 309.68 feet, more or less, to the point of beginning.

Subject to a 30 foot easement for ingress, egress and public utilities along the West 30 feet to the above described property.

All being situated in Shelby County, Alabama.



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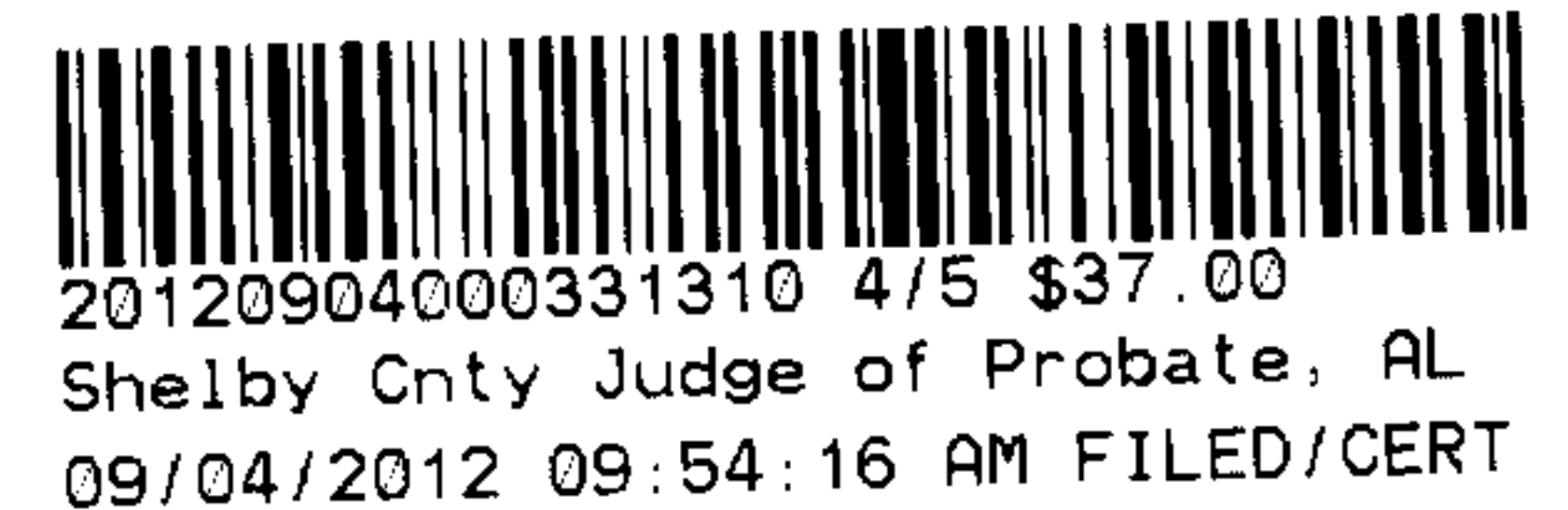
Exhibit B
UCC FINANCING STATEMENT

DEBTOR: United Birmingham, L.L.C.,
a Georgia limited liability company

United Consulting Group, Ltd.,
a Georgia corporation

United Real Property Investment, LLC,
a Georgia limited liability company

SECURED PARTY: Bank of North GA div Synovus Bank



All of Debtor's right, title and interest in and to the following whether now owned or existing or hereafter acquired or arising, and wherever located (hereinafter collectively referred to as the "Property"), to wit:

ALL THAT certain piece, parcel or tract of land or real property of which Debtor is now seized and in actual or constructive possession, situate in Fulton, Georgia more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Real Property");

TOGETHER WITH all buildings, structures and other improvements of any kind, nature or description now or hereafter erected, constructed, placed or located upon said Real Property (which buildings, structures and other improvements are hereinafter sometimes together referred to as the "Improvements"), including, without limitation, any and all additions to, substitutions for or replacements of such Improvements;

TOGETHER WITH all minerals, royalties, gas rights, water, water rights, water stock, flowers, shrubs, lawn plants, crops, trees, timber and other emblements now or hereafter located on, under or above all or any part of the Real Property;

TOGETHER WITH all and singular, the tenements, hereditaments, strips and gores, rights-of-way, easements, privileges and other appurtenances now or hereafter belonging or in any way appertaining to the Real Property, including, without limitation, all right, title and interest of Debtor in any after-acquired right, title, interest, remainder or reversion, in and to the beds of any ways, streets, avenues, roads, alleys, passages and public places, open or proposed, in front of, running through, adjoining or adjacent to said Real Property (hereinafter sometimes together referred to as "Appurtenances");


TOGETHER WITH any and all leases, contracts, rents, royalties, issues, revenues, profits, proceeds, income and other benefits, including accounts receivable, of, accruing to or derived from said Real Property, Improvements and Appurtenances and any business or enterprise presently situated or hereafter operated thereon and therewith (hereinafter sometimes together referred to as the "Rents");

TOGETHER WITH any and all awards or payments, including interest thereon, and the

right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of, the Property to the extent of all amounts which may be secured by this Security Deed at the date of any such award or payment including but not limited to Reasonable Attorneys' Fees (as defined in Section 48 of that certain Mortgage and Absolute Assignment of Rents and Leases and Security Agreement (and Fixture Filing) between Debtor and Secured Party dated March 30, 2012 and recorded as Instrument No 20100421000121980 in the Shelby County Judge of Probate Office, Alabama records), costs and disbursements incurred by the Secured Party in connection with the collection of such award or payment;

AS WELL AS all of the right, title and interest of Debtor in and to all fixtures, goods, chattels, construction materials, furniture, furnishings, equipment, machinery, apparatus, appliances, and other items of personal property, whether tangible or intangible, of any kind, nature or description, whether now owned or hereafter acquired by Debtor, including, without limitation, improvements including furnaces, steam boilers, hot-water boilers, oil burners, pipes, radiators, air-conditioning and sprinkler systems, gas and electric fixtures, carpets, rugs, shades, awnings, screens, elevators, motors, dynamos, cabinets, and all other furnishings, tools, equipment and machinery, appliances, building supplies, materials, general intangibles, contract rights, accounts receivable, business records, fittings and fixtures of every kind, which is, are or shall hereafter be located upon, attached, affixed to or used or useful, either directly or indirectly, in connection with the complete and comfortable use, occupancy and operation of said Real Property including, without limitation, any and all licenses, permits or franchises, used or required in connection with such use, occupancy or operation, as well as the proceeds thereof or therefrom regardless of form (hereinafter sometimes together referred to as "Fixtures and Personal Property," which term expressly excludes any toxic waste or substances deemed hazardous under federal, state or local laws). Debtor hereby expressly grants to Secured Party a present security interest in and a lien and encumbrance upon the Fixtures and Personal Property;

TO HAVE AND HOLD the foregoing Property and the rights hereby granted for the use and benefit of the Secured Party and its successors and assigns.


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