

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  Linda D. Nguyen, Esq. of Page, Scrantom, Sprouse, Tucker & Ford, P.C. P. O. Box 1199 Columbus GA 31902

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1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME <b>PELHAM INVESTMENT PARTNERS, LLC</b>				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS <b>2255 Cumberland Pkwy, Bldg 1700, 2nd Fl</b>	CITY <b>Atlanta</b>	STATE <b>GA</b>	POSTAL CODE <b>30339</b>	COUNTRY <b>USA</b>

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME <b>SYNOVUS BANK</b>				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS <b>P.O. Box 120</b>	CITY <b>Columbus</b>	STATE <b>GA</b>	POSTAL CODE <b>31902</b>	COUNTRY <b>USA</b>

4. COLLATERAL: This financing statement covers the following collateral:

Please see Exhibit "A" attached hereto and incorporated herein by this reference.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA: <b>C0039-7771</b>	

## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

**PELHAM INVESTMENT PARTNERS, LLC**

OR  
9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX



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10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR  
10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR  
11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral).

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut

☐ covers as-extracted collateral

☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

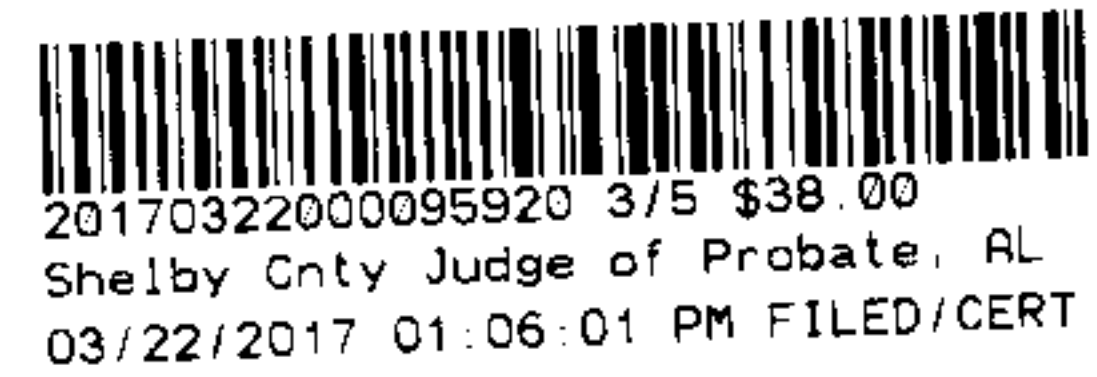
**Please see Exhibit "A-1" attached hereto and incorporated herein by this reference.**

17. MISCELLANEOUS:

DEBTOR:  
SECURED PARTY:

PELHAM INVESTMENT PARTNERS, LLC  
SYNOVUS BANK

EXHIBIT "A"




The "collateral" is:

All the following described property and interests in property, whether now owned or hereafter acquired by Debtor (hereinafter collectively referred to as the "Collateral"):

(a) the real property located in Shelby County, Alabama being more particularly described in Exhibit "A-1" attached hereto and made a part hereof by this reference (the "Land"), together with all easements, permits, licenses, rights-of-way, tenements, hereditaments, appurtenances, rights and privileges pertaining or applicable thereto; (b) all additional lands and estates therein which are, from time to time, by supplemental mortgage or otherwise, expressly made subject to the lien of that certain Mortgage and Security Agreement from Debtor in favor of Secured Party dated March 14, 2017 and recorded (or to be recorded) in the Office of the Judge of Probate of Shelby County, Alabama and as the same may be amended, modified, extended, renewed or replaced from time to time, being herein called the "Mortgage"; (c) all buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located at, under, above, on or upon the Land (the "Improvements"); (d) all easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and/or the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto; (e) all furnishings, machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever now or hereafter owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever now or hereafter owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and/or the Improvements, or appurtenant thereto, or usable in connection with the present or future operation or use of the Land and/or the Improvements (collectively, the "Personal Property"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Land is located (the "Uniform Commercial Code"), superior in lien to the lien of the Mortgage and all proceeds and products of the above; (f) all leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements or any portion thereof, heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") (the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues (including, but not limited to, any payments made by tenants under the Leases in connection with the termination of any Lease), issues and profits (including all oil and gas or other mineral royalties and



bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (the "Rents") and all proceeds from the sale or other disposition of the Leases (or any Lease) and the right to receive and apply the Rents to the payment of the Indebtedness (as hereinafter defined); (g) any and all lease guaranties, letters of credit and any other credit support (individually, a "Lease Guaranty" and collectively, the "Lease Guaranties") given by any guarantor in connection with any of the Leases (individually, a "Lease Guarantor" and collectively, the "Lease Guarantors"); (h) all rights, powers, privileges, options and other benefits of Debtor as lessor under the Leases and beneficiary under all Lease Guaranties; (i) all awards or payments for property damage, including interest thereon, which may heretofore and hereafter be made with respect to the Land and/or other Collateral, 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 Collateral; (j) all proceeds of and any unearned premiums on any insurance policies covering the Collateral or any part thereof, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Collateral; (k) all refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charges against the Collateral as a result of tax certiorari or any applications or proceedings for reduction; (l) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims; (m) the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Collateral, or any portion thereof, and to commence any action or proceeding to protect the interest of Secured Party in the Collateral; (n) all agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default under the Mortgage, to receive and collect any sums payable to Debtor thereunder; (o) all utility deposits, contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, and letters of credit which relate to the development of the Land and/or construction of Improvements on the Land; (p) all tradenames, trademarks, servicemarks, logos, copyrights, contract rights, development and use rights, declarant's rights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Collateral owned by Debtor; (q) all balances, credits, deposits, accounts, items and monies of Debtor now or hereafter held with Secured Party or any bank participating in the financing secured hereby; (r) all building materials, fixtures, building machinery and building equipment delivered on site to the Land during the course of or in connection with the construction of any building, structures or other improvements on the Land; and (s) any and all other rights of Debtor in and to the items set forth in Subsections (a) through (r) above.

  
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**EXHIBIT A - |**

**LEGAL DESCRIPTION OF PROPERTY**

A parcel of land located in the Southeast  $\frac{1}{4}$  of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southeast corner of said Section 14; thence in a Westerly direction along the South line of said Section 14 a distance of 201.98 feet to the center line of Atlantic Coast Line Railroad right of way; thence  $62^{\circ} 35'$  right along the center line of said right of way in a Northwesterly direction a distance of 196.31 feet to the intersection of the center line of the Ashville-Montevallo Road; thence  $20^{\circ} 35'$  right in a Northwesterly direction along said center line of said road a distance of 703.74 feet; thence  $90^{\circ}$  left in a Southwesterly direction a distance of 30.0 feet to the West right of way line of said road and the Point of Beginning of herein described property; thence continue along last described course a distance of 180.88 feet to the Northeast right of way line of Atlantic Coast Line Railroad; thence  $69^{\circ} 25'$  right in a Northwesterly direction along said right of way a distance of 594.74 feet to the beginning of a curve to the left, said curve having a central angle of  $27^{\circ} 12'$  (measure  $8^{\circ} 07' 53''$ ) and a radius of 2,914.82 feet; thence along arc of said curve a distance of 413.67 feet; thence  $125^{\circ} 32' 53''$  right, measured from tangent of said curve, in an Easterly direction a distance of 670.32 feet to the West right of way line of Ashville-Montevallo Road, said point being on a curve to the left having a central angle of  $2^{\circ} 23' 18''$  and a radius of 277.35 feet (calculated 2,775.35); thence  $95^{\circ} 34' 48''$  right, measured to tangent of said curve, in a Southerly direction along arc of said curve a distance of 115.69 feet to end of said curve; thence continue along said right of way line in a Southerly direction a distance of 180.82 feet to the beginning of a curve to the left, said curve having a central angle of  $10^{\circ} 01' 30''$  and a radius of 3,223.53 feet; thence continue along arc of said curve in a Southerly direction a distance of 564.02 feet to end of said curve and the Point of Beginning.

Tax parcel # 13 6 14 4 001 002.000



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