

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

Marie Campbell (404) 815-6282

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Kilpatrick Townsend & Stockton LLP
Attn: Real Estate Finance & Capital Markets (888471)
1100 Peachtree Street, Suite 2800
Atlanta, GA 30309



20131010000407220 1/6 \$39.00
Shelby Cnty Judge of Probate, AL
10/10/2013 01:46:22 PM 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

SCP BUILDING 4, LLC

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

c/o GCPM, LLC
110 Office Park Drive, Suite 200

CITY

Birmingham

STATE

AL

POSTAL CODE

35223

COUNTRY

USA

1d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION

limited liability
company

1f. JURISDICTION OF ORGANIZATION

Delaware

1g. ORGANIZATIONAL ID #, if any

DE-4254189

☐ 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

U.S. BANK NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO BANK OF AMERICA, NATIONAL ASSOCIATION (SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE HOLDERS OF BEAR STEARNS COMMERCIAL MORTGAGE SECURITIES INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-TOP26

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

c/o Principal Global Investors, LLC
801 Grand Avenue
Re: Loan No. 755530

CITY

Des Moines

STATE

IA

POSTAL CODE

50392-1450

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

All of the collateral more particularly described in **Schedule I** attached hereto and made a part hereof by reference. The real property referenced in **Schedule I** is described on **Exhibit "A"** attached hereto and made a part hereof by reference.

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

Filed With: Office of the Judge of Probate, Shelby County, Alabama
Loan No. 755530

FILING OFFICE COPY – UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

US2008 4978095 1

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 SCP BUILDING 4, 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

OR	11a. ORGANIZATION'S NAME				
	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 <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	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:

See Schedule I attached hereto and incorporated herein by reference.

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 Estates

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 I
to
UCC Financing Statement
between
SCP BUILDING 4, LLC,
as Debtor
and

U.S. BANK NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO BANK OF
AMERICA, NATIONAL ASSOCIATION (SUCCESSOR BY MERGER TO LASALLE BANK
NATIONAL ASSOCIATION), AS TRUSTEE FOR THE HOLDERS OF BEAR STEARNS
COMMERCIAL MORTGAGE SECURITIES INC., COMMERCIAL MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2007-TOP26, its successors and/or assigns,
as Secured Party

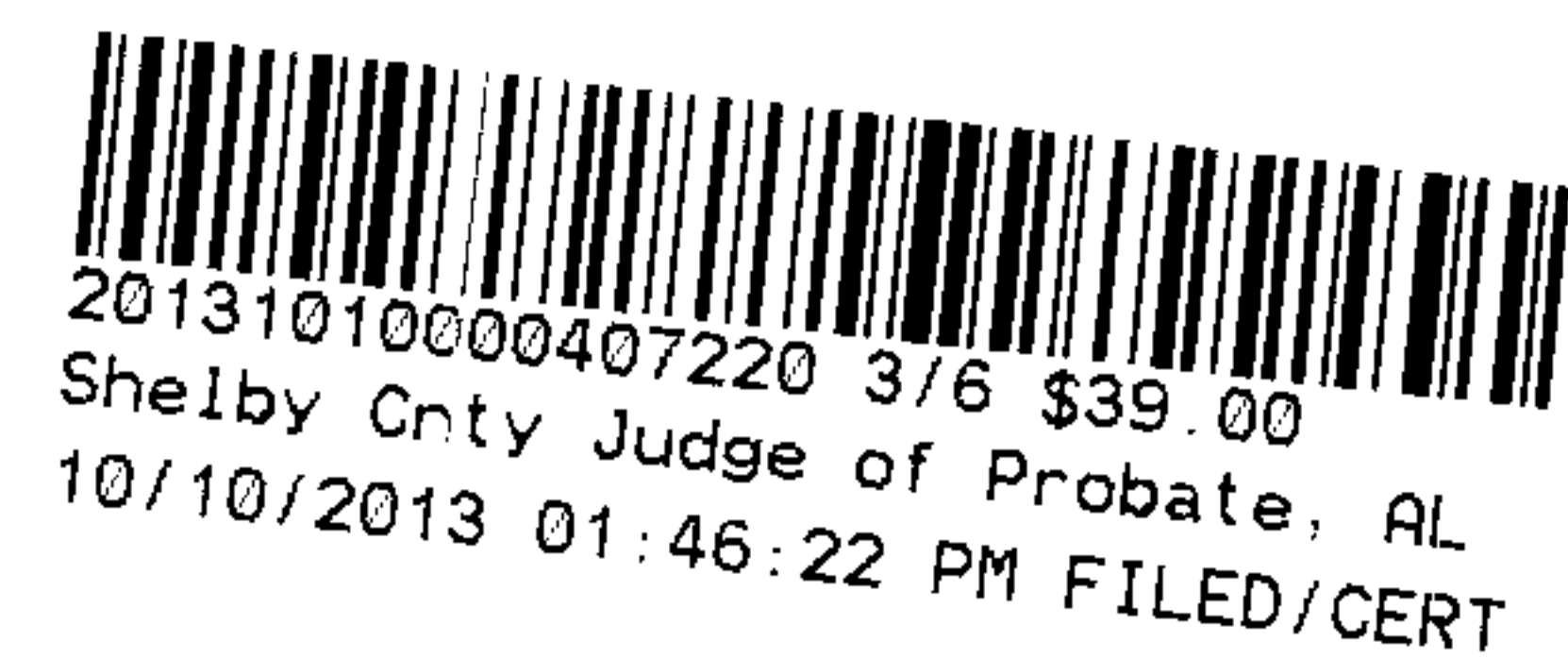
All of debtor's estate, right, title and interest in the land as more particularly described in Exhibit a, attached hereto and made a part hereof (the "Land"), which land, together with the following described property, rights and interests, is collectively referred to herein as the "Property":

A. Together with Debtor's interest as lessor in and to all Leases and all Rents, which are pledged primarily and on a parity with the Land and not secondarily.

B. Together with all and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights, direct flow, ditch, reservoir, well and other water rights, whether or not adjudicated, whether tributary or nontributary and whether evidenced by deed, water stock, permit or otherwise, sewer rights, rights in trade names, licenses, permits and contracts, and all other rights, liberties and privileges of any kind or character in any way now or hereafter appertaining to the Land, including but not limited to, homestead and any other claim at law or in equity as well as any after-acquired title, franchise or license and the reversion and reversions and remainder and remainders thereof.

C. Together with the right in the case of foreclosure hereunder of the encumbered property for Secured Party to take and use the name by which the buildings and all other improvements situated on the Property are commonly known and the right to manage and operate the said buildings under any such name and variants thereof.

D. Together with all right, title and interest of Debtor in any and all buildings and improvements of every kind and description now or hereafter erected or placed on the said Land and all materials intended for construction, reconstruction, alteration and repairs of such buildings and improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Property immediately upon the delivery thereof to the Property, and all fixtures now or hereafter owned by Debtor and attached to or contained in and used in connection with the Property including, but not limited to, all machinery, motors, elevators, fittings, radiators, awnings, shades, screens, and all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all items of furniture, furnishings, equipment and personal property owned by Debtor used or useful in the operation of the Property; and all renewals or replacements of all of the aforesaid property owned by Debtor or articles in substitution therefor, whether or not the same are or shall be attached to said buildings or improvements in any manner (collectively, the "Improvements"); it being mutually agreed, intended and declared that all the aforesaid property owned by Debtor and placed by it on the Land or used in connection with the operation or maintenance of the Property shall, so far as permitted by law, be deemed to form a part and parcel of the Land and for the purpose of this Mortgage to be Land and covered by this Mortgage, and as to any of



the property aforesaid which does not form a part and parcel of the Land or does not constitute a "fixture" (as such term is defined in the Uniform Commercial Code ("UCC")), this Mortgage and the other Loan Documents (the terms of which grant a security interest in personal property or real property, the proceeds of which may become persona] property) are each hereby deemed to be, as well, a security agreement under the UCC for the purpose of creating a security interest in all items, including, but not limited to all property and rights which Debtor may grant, assign, bargain, sell, transfer, set over, deliver, or otherwise convey to Secured Party, as secured party, under the terms of this Mortgage or any of the other Loan Documents, including any and all proceeds thereof (as used herein, Debtor shall mean "Debtor" under the UCC and Secured Party shall mean "Secured Party" under the UCC). Debtor hereby appoints Secured Party as its attorney-in-fact to execute such documents necessary to perfect Secured Party's security interest and authorizes Secured Party at any time until the Indebtedness is paid in full, to prepare and file, at Debtor's expense, any and all UCC financing statements, amendments, assignments, terminations and the like, necessary to create and/or maintain a prior security interest in such property all without Debtor's execution of the same. Furthermore, upon a default under the Loan Documents, Secured Party will, in addition to all other remedies provided for in the Loan Documents, have the remedies provided for under the UCC in effect in the state in which the Property is located.

E. Together with all right, title and interest of Debtor, now or hereafter acquired, in and to any and all strips and gores of land adjacent to and used in connection with the Property and all right, title and interest of Debtor, now owned or hereafter acquired, in, to, over and under the ways, streets, sidewalks and alleys adjoining the Property.

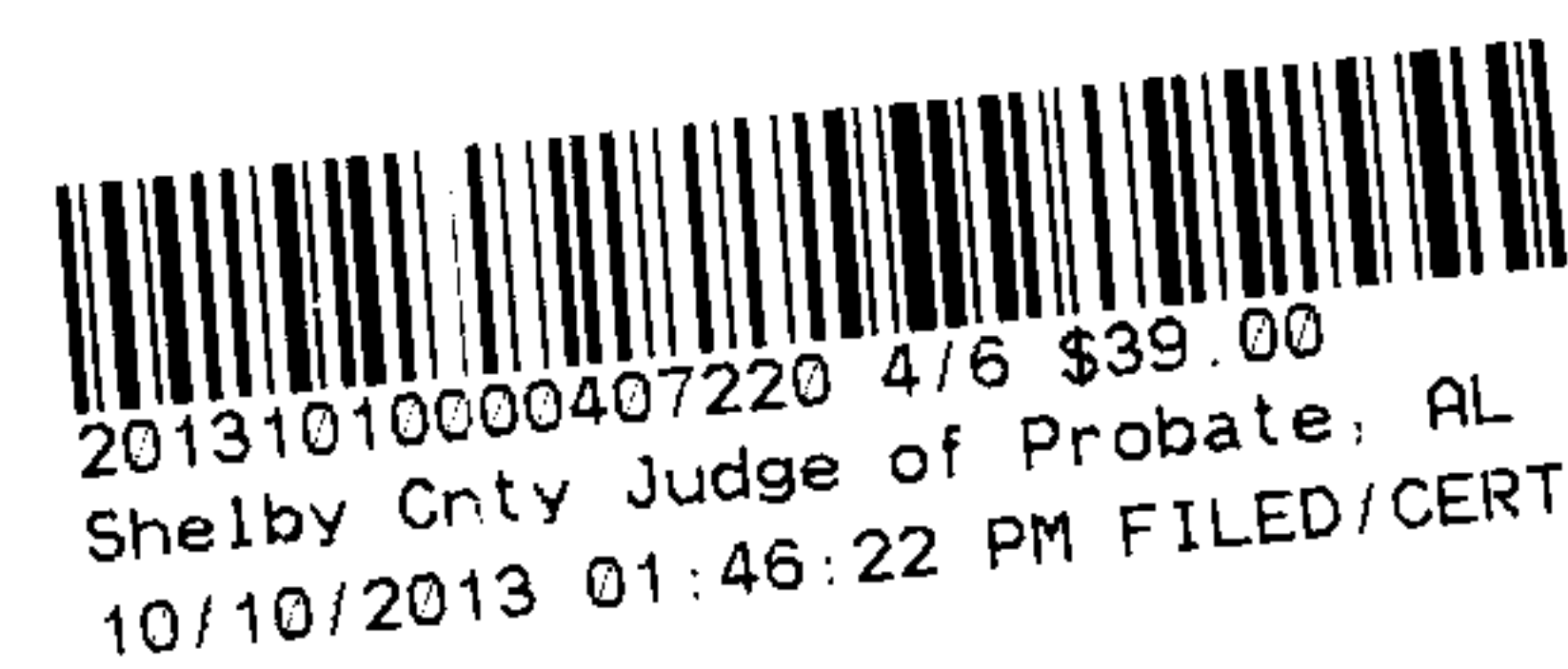
F. Together with all funds now or hereafter held by Secured Party under any property reserves agreement (including any proceeds derived from any letter of credit) or escrow security agreement or under any of the terms hereof or of the Loan Documents, including but not limited to funds held under the provisions of the Loan Agreement.

G. Together with all rights and benefits of whatsoever nature derived or to be derived by the Debtor under and by virtue of the Tenants in Common Agreement, including, without limitation, the right to exercise options, to give consents, and to receive moneys payable to the Debtor thereunder.

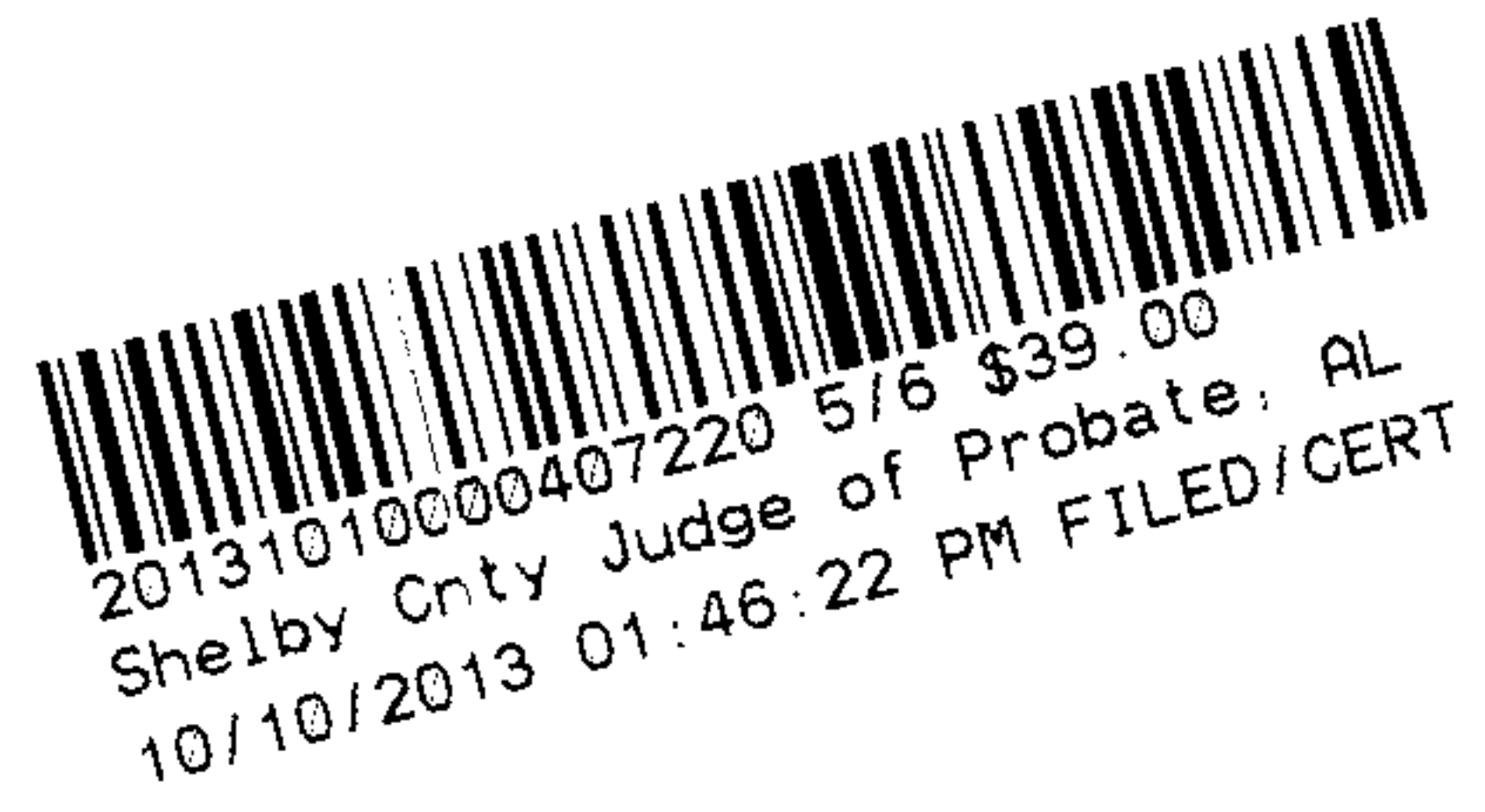
H. Together with all of Debtor's payment intangibles, letter of credit rights, interest rate cap agreements, tenant in common agreement rights, and any other contract rights of Debtor related in any manner to the ownership, operation, or management of the Property, as well as any and all supporting obligations, and all proceeds, renewals, replacements and substitutions thereof.

I. Together with all funds, accounts and proceeds thereof relating to the Property whether or not such funds, accounts or proceeds thereof are held by Secured Party under the terms of any of the Loan Documents, including, but not limited to bankruptcy claims of Debtor against any tenant at the Property, and any proceeds thereof; proceeds of any Rents, insurance proceeds from all insurance policies required to be maintained by Debtor under the Loan Documents and all awards, decrees, proceeds, settlements or claims for damage now or hereafter made to or for the benefit of Debtor by reason of any damage to, destruction of or taking of the Property or any part thereof, whether the same shall be made by reason of the exercise of the right of eminent domain or by condemnation or otherwise (a "Taking").

All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in that certain Mortgage and Security Agreement dated as of December 21, 2006 made by Debtor, Dixon One LLC, an Alabama limited liability company ("**Dixon**"), and O'Brien One LLC, an Alabama limited liability company ("**Obrien**") (collectively, "**Original Borrower**"), and Principal Commercial Funding, LLC, a Delaware limited liability company ("**Original Lender**"), and recorded




December 27, 2006, as Instrument No. 20061227000627010, Office of the Judge of Probate, Shelby County, Alabama ("**Probate Records**"), the Original Lender's interest under which was subsequently assigned to Secured Party, and the Original Borrower's obligations under which were assumed by Debtor pursuant to a Consent, Reaffirmation and Assumption Agreement dated on or about October 9, 2013, by and among Debtor, Dixon, O'Brien, Secured Party, and certain other parties thereto, recorded in the Probate Records (as so assigned and assumed, the "**Mortgage**").



**EXHIBIT A
to
SCHEDULE I
to
UCC Financing Statement
between
SCP BUILDING 4, LLC,
as Debtor
and
U.S. BANK NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO BANK OF AMERICA,
NATIONAL ASSOCIATION (SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL
ASSOCIATION), AS TRUSTEE FOR THE HOLDERS OF BEAR STEARNS COMMERCIAL
MORTGAGE SECURITIES INC., COMMERCIAL MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2007-TOP26, its successors and/or assigns,
as Secured Party**

LEGAL DESCRIPTION OF THE PROPERTY

LOT 2C of Graham's Resurvey of Lot 2, Shelby Commerce Park, as recorded in Map
Book 35, Page 18, Probate Records of Shelby County, Alabama.


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