

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

8006213216

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

UCC Team 4 - Vazsonyi
17 South High Street
11th Floor
Columbus, OH 43215

CT Lien Ref #: 39552

Filed with: AL:Shelby

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 MB600, LLC

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS 3595 GRANDVIEW PKWY, STE 400

CITY

BIRMINGHAM

STATE

AL

POSTAL CODE

35243

COUNTRY

US

1d. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

LLC

1f. JURISDICTION OF ORGANIZATION

Delaware

1g. ORGANIZATIONAL ID #, if any

3387114

☐ 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. 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 METROPOLITAN LIFE INSURANCE COMPANY

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS ONE MADISON AVENUE

CITY

NEW YORK

STATE

NY

POSTAL CODE

10010

COUNTRY

US

4. This FINANCING STATEMENT covers the following collateral:

THE PROPERTY COVERED BY THIS FINANCING STATEMENT IS COVERED ON EXHIBIT B ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF LOCATED ON THE REAL PROPERTY DESCRIBED IN EXHIBIT A ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

*PROPERTY STATE HEREIN IS ADDITIONAL SECURITY FOR INDEBTEDNESS SECURED BY MORTGAGE AND SECURITY AGREEMENT DATED SEPTEMBER 30, 1996, ON WHICH THE RECORDING TAX HAS BEEN PAID.

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

AT 545/1515-02

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9a. ORGANIZATION'S NAME MB600, LLC

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME,SUFFIX

10. MISCELLANEOUS:

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

OR

11b. INDIVIDUAL'S LAST NAME	
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FIRST NAME	
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MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY	
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11d. TAX ID #: SSN OR EIN

ADD'L INFO RE ORGANIZATION DEBTOR	
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11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any	
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☐ NONE

12.	ADDITIONAL SECURED PARTY'S	or	ASSIGNOR S/P'S NAME - insert only <u>one</u> name (12a or 12b)
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12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

СПУ

STATE

POSTAL CODE

COUNTRY	
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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 ATTACHED

16. Additional collateral description:

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

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'S TAXPAYER I.D. NO.: 63-1000903

ALL THAT TRACT OR PARCEL OF LAND lying and being in Shelby County, Alabama, and known as Lot 11B-1, Meadow Brook Corporate Park South Phase II, Resurvey of Lot 11A & Lot 11B, as per plat recorded in Map Book 13, Page 84, in the Probate Office of Shelby County, Alabama, and being more particularly described as follows:

Commence at the point formed by the intersection of the southeastern margin of the right-of-way of Meadow Brook Road with the southwestern margin of the right-of-way of Corporate Parkway (right-of-way width varies) and thence run South 51 degrees 47 minutes 47 seconds East along the southwestern margin of the aforesaid right-of-way of Corporate Parkway a distance of 97.80 feet to a point; thence running in a southeasterly direction along the southwestern margin of the aforesaid right-of-way of Corporate Parkway and along the arc of a curve an arc distance of 323.95 feet to a point, said point being the POINT OF BEGINNING (said arc being subtended by a chord having a bearing of South 79 degrees 09 minutes 10 seconds East and a radius of 339.25 feet); FROM THE POINT OF BEGINNING AS THUS ESTABLISHED, run South 73 degrees 29 minutes 28 seconds East along the southwestern margin of the aforesaid right-of-way of Corporate Parkway a distance of 109.47 feet to a point; thence running in a southeasterly direction along the southwestern margin of the right-of-way of Corporate Parkway and along the arc of a curve an arc distance of 403.50 feet to a point (said arc being subtended by a chord having a bearing of South 80 degrees 14 minutes 14 seconds East and a radius of 440.00 feet); thence running South 53 degrees 58 minutes 00 seconds East along the southwestern margin of the aforesaid right-of-way of Corporate Parkway a distance of 359.44 feet to a point; thence leaving the southwestern margin of the aforesaid right-of-way of Corporate Parkway and running South 36 degrees 39 minutes 53 seconds West a distance of 99.01 feet to a point; thence running South 73 degrees 24 minutes 59 seconds West a distance of 489.96 feet to a point; thence running North 89 degrees 15 minutes 39 seconds West a distance of 50.92 feet to a point; thence running North 23 degrees 15 minutes 35 seconds West a distance of 506.13 feet to the POINT OF BEGINNING; said tract or parcel of land contains 5.62 acres, more or less, and is more particularly described on that certain ALTA/ACSM Land Title Survey prepared by Walter Schoel, Jr., Alabama Registered Engineer and Land Surveyor No. 3092, Walter Schoel Engineering Company, dated September 10, 1996, last revised September 27, 1996, which survey is incorporated herein by reference thereto.

EXHIBIT B

DEBTOR'S TAXPAYER I.D. NO.: 63-1000903

(A) All of Debtor's present and future estate, right, title and interest in and to:

(1) all things now or hereafter affixed to that certain parcel of land described in Exhibit A attached hereto (the "Land") or to the buildings, structures or improvements thereon, including any fixtures and any and all machinery, motors, elevators, boilers, equipment (including, without limitation, all equipment for the generation or distribution of air, water, heat, electricity, light, fuel or refrigeration or for ventilating or air conditioning purposes or for sanitary or drainage purposes or for the removal of dust, refuse or garbage), partitions, appliances, furniture, furnishings, building service equipment, building materials, supplies, ranges, refrigerators, cabinets, laundry equipment, hotel, kitchen and restaurant equipment, computers and software, radios, televisions, awnings, window shades, venetian blinds, drapes and drapery rods and brackets, screens, carpeting and other floor coverings, lobby furnishings, games and recreational and swimming pool equipment, incinerators and other property of every kind and description now or hereafter placed, attached, fixed or installed in such buildings, structures, or improvements and all replacements, repairs, additions, accessions or substitutions or proceeds thereto or therefor; all of such things whether now or hereafter placed thereon being hereby declared to be real property and hereinafter collectively referred to as the "Improvements";

(2) all income, rents, royalties, revenue, issues, profits, proceeds and other benefits from any and all of the Land and/or Improvements, subject, however, to the right, power and authority conferred upon Secured Party or reserved to Debtor under the Mortgage (as hereinafter defined) to collect and apply such income, rents, royalties, revenue, issues, profits, proceeds and other benefits;

(3) all deposits made with respect to the Land and/or Improvements, including, but not limited to, any security given to utility companies by Debtor, and all advance payments of insurance premiums made by Debtor with respect thereto and all claims or demands relating to such deposits, other security and/or such insurance;

DEBTOR NAME: QUAIL 600 LIMITED PARTNERSHIP

(4) all damages, royalties and revenue of every kind, nature and description whatsoever that Debtor may be entitled to receive, either before or after any Event of Default, as defined in that certain Mortgage and Security Agreement dated September 30, 1996 given by Debtor in favor of Secured Party (to be) recorded in the Office of the Judge of Probate, Shelby County, Alabama (the "Mortgage"), from any person or entity owning or having or hereafter acquiring a right to the oil, gas or mineral rights and reservations of the Land;

(5) all proceeds and claims arising on account of any damage to, or Condemnation (as defined in the Mortgage) of, the Land and/or Improvements or any part thereof, and all causes of action and recoveries for any loss or diminution in the value of the Land and/or Improvements;

(6) all licenses (including, but not limited to, any operating licenses or similar licenses), contracts, management contracts or agreements, guaranties, warranties, franchise agreements, permits, authorities or certificates required or relating to the ownership, use, operation or maintenance of the Land and/or Improvements; and

(7) all names under or by which the Land and/or Improvements may at any time be operated or known, and all rights to carry on business under any such names, or any variant thereof, and all trademarks, trade names, patents pending and goodwill relating to the Land and/or Improvements.

All of the property described in paragraph (A) above is hereinafter collectively referred to as the "Real Property."

(B) As a secured party, a security interest in, Debtor's interest in, any portion of the Real Property which may be construed to be personal property and Debtor's interest in all other personal property of every kind and description, whether now existing or hereafter acquired, now or at any time hereafter attached to, erected upon, situated in or upon, forming a part of, appurtenant to, used or useful in the construction or operation of or in connection with, or arising from the use or enjoyment of all or any portion of, or from any lease or agreement pertaining to, the Real Property, including:

(1) all water rights appurtenant to the Real Property together with all pumping plants, pipes, flumes and ditches, all rights to the use of water, all rights in ditches for irrigation, all water stock, shares of stock or other evidence of ownership of any part of the Real Property that is owned by Debtor in common with others and all documents of

DEBTOR NAME: QUAIL 600 LIMITED PARTNERSHIP

membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Real Property;

(2) all plans and specifications prepared for construction of the Improvements and all studies, data and drawings related thereto; and all contracts and agreements of Debtor relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings, or to the construction of the Improvements;

(3) all equipment, machinery, fixtures, goods, accounts, general intangibles, documents, instruments and chattel paper;

(4) all substitutions and replacements of, and accessions and additions to, any of the foregoing;

(5) all sales agreements, deposit receipts, escrow agreements and other ancillary documents and agreements entered into with respect to the sale to any purchasers of any part of the Real Property, together with all deposits and other proceeds of the sale thereof; and

(6) all proceeds of any of the foregoing, including, without limitation, proceeds of any voluntary or involuntary disposition or claim respecting any of the foregoing (pursuant to judgment, condemnation award or otherwise) and all goods, documents, general intangibles, chattel paper and accounts, wherever located, acquired with cash proceeds of any of the foregoing or proceeds thereof.