

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Wells Fargo Bank, N.A. 1320 Willow Pass Road, Suite 210 Concord, CA 94520 Attn: Loan Administration

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names					
1a. ORGANIZATION'S NAME MCW-RC AL-Southgate, LLC					
OR					
1b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME	
1c. MAILING ADDRESS 121 W. Forsyth St., Suite 200		CITY Jacksonville		STATE FL	POSTAL CODE 32202
				COUNTRY USA	
1d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION DE	1g. ORGANIZATIONAL ID #, if any 3661456 <input type="checkbox"/> NONE	
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> 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	
2c. MAILING ADDRESS		CITY		STATE	POSTAL CODE
2d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only <u>one</u> secured party name (3a or 3b)					
3a. ORGANIZATION'S NAME LaSalle Bank National Association, as Trustee for LB Commercial Mortgage Trust Commercial Mortgage Pass-Through Certificates, Series 1998-C4					
OR					
3b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME	
3c. MAILING ADDRESS c/o Wells Fargo Bank, N.A., 1320 Willow Pass Road, Suite 210		CITY Concord		STATE CA	POSTAL CODE 94520
				COUNTRY USA	

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A and Schedule 1 attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [if applicable] (ADDITIONAL FEE) [optional]		All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 <input type="checkbox"/>			
8. OPTIONAL FILER REFERENCE DATA FUNB #41-0000067 FIXTURE FILING						
AL-Shelby County						

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 MCW-RC AL-Southgate, LLC		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10.MISCELLANEOUS: AL-Shelby County

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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
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 Schedule 1 attached hereto and made a part hereof.

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 TO FINANCING STATEMENT
(Collateral Description)

1. **COLLATERAL DESCRIPTION.** This Financing Statement covers the following described personal property in which Debtor now or at any time hereafter has any interest ("Collateral"):

All goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, wherever situated, which are or are to be incorporated into, used in connection with or appropriated for use on the real property described on **Schedule 1** attached hereto and incorporated by reference herein ("Property"); all rents, issues, deposits and profits of the Property (to the extent, if any, they are not subject to the Absolute Assignment of Rents and Leases contained in the Mortgage as defined below); all inventory, accounts, cash receipts, deposit accounts, impounds, accounts receivable, contract rights, general intangibles, software, chattel paper, instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the Property or any business now or hereafter conducted thereon by Debtor; all permits, consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Property; all deposits or other security now or hereafter made with or given to utility companies by Debtor with respect to the Property; all advance payments of insurance premiums made by Debtor with respect to the Property; all plans, drawings and specifications relating to the Property; all loan funds held by Secured Party, whether or not disbursed; all funds deposited with Secured Party pursuant to any Loan Document; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Property or any portion thereof, including, without limitation, all "Impounds" as defined in the Mortgage; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing, and all books, records and files relating to any of the foregoing.

2. **INTERPRETATION.** The filing of this Financing Statement shall not be construed to derogate from or impair the lien or provisions of the Mortgage and Security Agreement ("Mortgage") dated as of September 2, 1998 from VALLEYDALE (5) DEVELOPMENT, L.L.P., an Alabama limited liability partnership (predecessor-in-interest to Debtor) to Secured Party (as successor-in-interest to Laureate Realty Services, Inc., a South Carolina corporation) with respect to any property described therein which is real property or which the parties have agreed to treat as real property. Similarly, nothing in this Financing Statement shall be construed to alter any of the rights of Secured Party as determined by the Mortgage or the priority of Secured Party's lien created thereby, and this Financing Statement is declared to be for the protection of Secured Party in the event any court shall at any time hold that notice of Secured Party's priority of interest in any property or interests described in the Mortgage must be filed in the UCC records in order to be effective against a particular class of persons, including, without limitation, the Federal Government or any subdivision or entity of the Federal Government. Capitalized terms not otherwise defined herein shall have the same meanings as in the Mortgage.

MCW-RC AL-Southgate, LLC, a Delaware limited liability company

Loan No. FUNB# 41-0000067

SCHEDULE 1 TO EXHIBIT A TO FINANCING STATEMENT
(Description of Property)

Property Description. The Property referred to in Section 1 of Exhibit A to this Financing Statement is situated in the County of Shelby, State of Alabama and is described as follows:

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being in Shelby County, Alabama and being more particularly described as follows:

A tract of land situated in the southeast one-quarter of the southeast one-quarter of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama and more particularly described as follows: Commence at the northeast corner of said quarter-quarter section and run north 87 degrees 18 minutes 38 seconds west along the north line thereof a distance of 422.06 feet; thence run south 01 degree 17 minutes 56 seconds west for a distance of 412.83 feet to the point of beginning; thence run south 87 degrees 17 minutes 54 seconds east for a distance of 417.36 feet to a point on the east line of said quarter-quarter section; thence run south 01 degree 57 minutes 45 seconds west along said east line a distance of 189.93 feet; thence run south 88 degrees 02 minutes 15 seconds east for a distance of 3.83 feet to a point on the west right of way line of U.S. Highway No. 31; thence run along said right of way south 10 degrees 40 minutes 00 seconds west a distance of 434.26 feet; thence run south 32 degrees 01 minute 05 seconds west a distance of 188.80 feet to a point on the northwest right of way line of Alabama Highway No. 261; thence run south 61 degrees 31 minutes 05 seconds west along said right of way a distance of 122.50 feet; thence run north 32 degrees 30 minutes 55 seconds west along the northeast boundary of Riverchase Animal Clinic Property a distance of 141.48 feet; thence run south 57 degrees 29 minutes 05 seconds west along the northwest line of said property a distance of 100.00 feet to the northeast right of way line of Valley Dale Terrace; thence run north 32 degrees 30 minutes 55 seconds west along right of way line a distance of 25.60 feet to the beginning of a curve to the right, said curve having a radius of 419.64 feet and subtending a central angle of 13 degrees 13 minutes 21 seconds; thence run northwest along the arc of said curve a distance of 96.84 feet; thence on a line tangent to curve, continue north 19 degrees 17 minutes 34 seconds west along right of way line a distance of 166.06 feet; thence run north 58 degrees 04 minutes 35 seconds east along right of way a distance of 13.01 feet; thence an angle left to tangent of a curve to the left of 77 degrees 07 minutes 41 seconds; said curve having a radius of 174.25 feet and subtending a central angle of 30 degrees 07 minutes 58 seconds; thence run along the arc of said curve a distance of 91.61 feet; thence on a line tangent to curve, continue along right of way line north 49 degrees 11 minutes 04 seconds west a distance of 67.40 feet; thence run north 40 degrees 48 minutes 56 seconds east a distance of 147.17 feet; thence run north 50 degrees 36 minutes 35 seconds east a distance of 175.89 feet; thence run north 01 degree 17 minutes 56 seconds east for a distance of 175.35 feet to the point of beginning. Tract contains 8.39 acres.

Together with all of mortgagor's right, title and interest in and to that certain Easement dated November 18, 1987, and recorded in book 161, page 03, in the probate office of Shelby County, Alabama.