

20060216000077720 1/6 \$36.00
Shelby Cnty Judge of Probate, AL
02/16/2006 11:54:12AM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
404-815-6500

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Mindy Planer, Esquire
Kilpatrick Stockton LLP
1100 Peachtree Street, Suite 2800
Atlanta, GA 30309

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
Stone Park, LLC

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

1c. MAILING ADDRESS c/o Greystone Park Retail, LLC
850 Shades Creek Parkway Birmingham AL 35209 USA

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION Limited Liability Company 1f. JURISDICTION OF ORGANIZATION Alabama 1g. ORGANIZATIONAL ID #, if any ☒ 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
Prudential Mortgage Capital Company, LLC

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

3c. MAILING ADDRESS 100 Mulberry Street, Gateway Center Four, 8th Floor Newark NJ 07102 USA

4. This FINANCING STATEMENT covers the following collateral:

All of the collateral more particularly described in the Exhibit A attached hereto and made a part hereof relating to real property more particularly described in the Exhibit B 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. ☒ 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) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Filed With: Shelby County, Alabama (56255 / 324422)

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			
Stone Park, LLC			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:			

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> name (11a or 11b) - do not abbreviate or combine names				
11a. ORGANIZATION'S NAME				
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
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 <input type="checkbox"/> NONE

12. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S <u>or</u> <input type="checkbox"/> ASSIGNOR S/P'S NAME - insert only <u>one</u> 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 <input type="checkbox"/> timber to be cut or <input type="checkbox"/> as-extracted collateral, or is filed as a <input checked="" type="checkbox"/> fixture filing.		16. Additional collateral description:	
14. Description of real estate: See Exhibit B 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):			
		17. Check <u>only</u> if applicable and check <u>only</u> one box. Debtor is a <input type="checkbox"/> Trust or <input type="checkbox"/> Trustee acting with respect to property held in trust or <input type="checkbox"/> Decedent's Estate	
		18. Check <u>only</u> if applicable and check <u>only</u> one box. <input type="checkbox"/> Debtor is a TRANSMITTING UTILITY <input type="checkbox"/> Filed in connection with a Manufactured-Home Transaction — effective 30 years <input type="checkbox"/> Filed in connection with a Public-Finance Transaction — effective 30 years	

EXHIBIT A

**To UCC Financing Statement between Stone Park, LLC, as Debtor and
Prudential Mortgage Capital Company, LLC, as Secured Party**

The "Property"

All of the following described property, whether now owned or hereafter acquired by Debtor (collectively, the "**Property**"):

A. All that certain real property situated in Hoover, County of Shelby, State of Alabama, more particularly described on **Exhibit B** attached hereto and incorporated herein by this reference (the "**Land**"), together with all of the easements, rights, privileges, franchises, tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any way appertaining and all of the estate, right, title, interest, claim and demand whatsoever of Debtor therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired;

B. All structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Land (the "**Improvements**"; the Land and the Improvements are collectively, the "**Real Estate**");

C. All furniture, furnishings, fixtures, goods, equipment, inventory or personal property owned by Debtor and now or hereafter located in or on, attached to or used in and about the Real Estate, including, but not limited to, all machines, engines, boilers, dynamos, elevators, stokers, tanks, cabinets, awnings, screens, shades, blinds, carpets, draperies, lawn mowers, and all appliances, plumbing, heating, air conditioning, lighting, ventilating, refrigerating, disposal and incinerating equipment, and all fixtures and appurtenances thereto, and such other goods and chattels and personal property owned by Debtor as are now or hereafter used or furnished in operating the Real Estate, or the activities conducted therein, and all building materials and equipment hereafter situated on or about the Real Estate, and all warranties and guaranties relating thereto, and all additions thereto and substitutions and replacements therefor (exclusive of any of the foregoing owned or leased by tenants of space in the Improvements);

D. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, air rights and other development rights now or hereafter located on the Real Estate or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Real Estate or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor;

E. All water, ditches, wells, reservoirs and drains and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, under or above or used in connection with the Real Estate, or any part thereof, whether now existing or hereafter created or acquired;

F. All minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Real Estate;

G. All cash funds, deposit accounts and other rights and evidence of rights to cash, now or hereafter created or held by Secured Party pursuant to the Mortgage (as hereinafter

defined) or any other of the Loan Documents (as hereinafter defined), including, without limitation, all funds now or hereafter on deposit in the Impound Account, the Payment Reserve, the Replacement Reserve and the Leasing Reserve;

H. All leases (including, without limitation, oil, gas and mineral leases), licenses, concessions and occupancy agreements of all or any part of the Real Estate now or hereafter entered into, as same may be amended (each, and including, without limitation, Major Leases, as defined below, a "**Lease**" and collectively, "**Leases**") whether written or oral and all rents, royalties, issues, profits, revenue, income, funds, proceeds, receipts and other benefits (collectively, the "**Rents and Profits**") of the Real Estate or in any other way relating to the Real Estate, now or hereafter arising from the use or enjoyment of all or any portion thereof or from any present or future Lease or other agreement pertaining thereto or arising from any of the Contracts (as hereinafter defined) or any of the General Intangibles (as hereinafter defined) and all cash or securities deposited to secure performance by the tenants, lessees, occupants or licensees, as applicable under leases (each, a "**Tenant**" and collectively, the "**Tenants**"), of their obligations under any such Leases, whether said cash or securities are to be held until the expiration of the terms of said Leases, or applied to one or more of the installments of rent coming due prior to the expiration of said terms, subject to, however, the provisions contained in Section 1.11 of the Mortgage;

I. All contracts, and agreements now or hereafter entered into or otherwise effective, covering or otherwise relating to all or any part of the Real Estate, as same may be amended (collectively, the "**Contracts**") and all revenue, income and other benefits thereof, including, without limitation, management agreements, license agreements, service contracts, maintenance contracts, equipment leases, personal property leases and any contracts or documents relating to construction on any part of the Real Estate or the Improvements (including, but not limited to, plans, drawings, surveys, tests, reports, bonds and governmental approvals) or to the management or operation of any part of the Real Estate or the Improvements. (Any contract materially affecting the use, operation or construction of, or production of income in connection with, the Property, as determined by Secured Party, is referred to as a "**Material Contract**");

J. All present and future monetary deposits given to any public or private utility with respect to utility services furnished to any part of the Real Estate;

K. All present and future funds, accounts, instruments, accounts receivable, documents, causes of action, claims, general intangibles (including, without limitation, trademarks, trade names, servicemarks and symbols now or hereafter used in connection with any part of the Real Estate, all names by which the Real Estate may be operated or known, all rights to carry on business under such names, and all rights, interest and privileges which Debtor has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Real Estate) and all notes or chattel paper, now or hereafter arising from or by virtue of any transactions related to the Real Estate or otherwise related to the Real Estate (collectively, the "**General Intangibles**");

L. All water taps, sewer taps, certificates of occupancy, permits, licenses, franchises, certificates, consents, approvals and other rights and privileges now existing or hereafter obtained in connection with the Real Estate and all present and future warranties and guaranties relating to the Improvements or to any equipment, fixtures, furniture, furnishings, personal property or components of any of the foregoing now or hereafter located or installed on the Real Estate;

M. All building materials, supplies and equipment now or hereafter placed in or on the Real Estate and all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Real Estate;

N. All insurance policies or binders now or hereafter relating to the Property, including, without limitation, all proceeds, awards and unearned premiums thereon;

O. All proceeds, products, substitutions and accessions (including, without limitation, claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, all proceeds of insurance and condemnation awards and all refunds, rebates or credits of any taxes or assessments levied against all or any portion of the Property whether as a result of tax certiorari or other proceedings or applications; and

P. All other or greater rights and interests of every nature in the Real Estate and in the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Debtor.

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 February 15, 2006 from Stone Park, LLC, an Alabama limited liability company, as Mortgagor, in favor of Prudential Mortgage Capital Company, LLC, a Delaware limited liability company, as Mortgagee (the "**Mortgage**"), and recorded in the County Recorder's Office of Shelby County, Alabama.

20060216000077720 6/6 \$36.00
Shelby Cnty Judge of Probate, AL
02/16/2006 11:54:12AM FILED/CERT

EXHIBIT B

The "Land"

Lots 1 and 2, according to the Final Record Plat of Greystone Park, First Commercial Subdivision, as recorded in Map Book 30, page 48, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Together with the Reciprocal Easement Agreement as recorded in Inst. #20020925000463090, in Probate Office of Shelby County, Alabama.