

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

20060829000425740 1/6 \$36.00  
Shelby Cnty Judge of Probate, AL  
08/29/2006 01:52:20PM FILED/CERT

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

After recording return to:

- Sharon Gregory
- Fidelity National Title Insurance
- 1800 Parkway Place, Suite 700
- Marietta, GA 30067

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

**EAGLE POINT PARTNERS, LLC**

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

**c/o Investment Realty Holdings, LLC, 2000 Eagle Point Corporate Drive**

CITY

**Birmingham**

STATE

**AL**

POSTAL CODE

**35242**

COUNTRY

**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

**CAPMARK BANK**

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

**200 Witmer Road, P.O. BOX 809**

CITY

**Horsham**

STATE

**PA**

POSTAL CODE

**19044 - 0809**

COUNTRY

**USA**

4. This FINANCING STATEMENT covers the following collateral:

See Rider A and Exhibit A 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 (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 **TPW 18345-00223** To be filed with the Shelby County, AL





**RIDER A TO UCC**

Debtor: EAGLE POINT PARTNERS, LLC, an Alabama limited liability company  
Secured Party: CAPMARK BANK, a Utah industrial bank

All rights, interests and estates now owned, or hereafter acquired by Debtor in, to or under the following (collectively, the "Property"):

- (a) Land. The land described in Exhibit A attached hereto and made a part hereof, together with all estates and development rights now existing or hereafter acquired for use in connection therewith ("Land");
- (b) Additional Land. All land that, from time to time, by supplemental deed or otherwise, may be expressly made subject to this Mortgage (Security Instrument), and all estates and development rights hereafter acquired by Debtor for use in connection with such land (also, the "Land");
- (c) Improvements. All buildings, structures, improvements and fixtures now or hereafter erected or located on the Land ("Improvements");
- (d) Easements. 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 Property 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 Property and every part and parcel thereof, with all appurtenances thereto;
- (e) Fixtures and Personal Property. All machinery, equipment, fixtures (including, without limitation, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furnishing, building supplies and materials, and all other personal property of every kind and nature whatsoever owned by Debtor (or in which Debtor has or hereafter acquires an interest) and now or hereafter located upon, or appurtenant to, the Property or used or useable in the present or future operation and occupancy of the Property, along with all accessions, replacements, betterments, or substitutions of all or any portion thereof (collectively, "Personal Property");
- (f) Leases and Rents. All leases, subleases, licenses and other agreements granting others the right to use or occupy all or any part of the Property together with all restatements, renewals,



extensions, amendments and supplements thereto ("Leases"), now existing or hereafter entered into, and whether entered before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code, and all of Debtor's right, title and interest in the Leases, including, without limitation (i) all guarantees, letters of credit and any other credit support given by any tenant or guarantor in connection therewith ("Lease Guaranties"), (ii) all cash, notes, or security deposited thereunder to secure the performance by the tenants of their obligations thereunder ("Tenant Security Deposits"), (iii) all claims and rights to the payment of damages and other claims arising from any rejection by a tenant of its Lease under the Bankruptcy Code ("Bankruptcy Claims"), (iv) all of the landlord's rights in casualty or condemnation proceeds of a tenant in respect of the leased premises ("Tenant Claims"), (v) all rents, ground rents, additional rents, revenues, termination and similar payments, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Property (collectively with the Lease Guaranties, Tenant Security Deposits, Bankruptcy Claims and Tenant Claims, "Rents"), whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code, (vi) all proceeds or streams of payment from the sale or other disposition of the Leases or disposition of any Rents, and (vii) the right to receive and apply the Rents to the payment of the Debt and to do all other things which Debtor or a lessor is or may become entitled to do under the Leases or with respect to the Rents;

(g) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, without limitation, 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 Property;

(h) Insurance Proceeds. All proceeds of, and any unearned premiums on, any insurance policies covering the Property, including, without limitation, the exclusive right to receive and apply the proceeds of any claim awards, judgments, or settlements made in lieu thereof, for damage to the Property;

(i) Tax Certiorari. All refunds, rebates or credits in connection with a reduction in Taxes related to the Property, including, without limitation, rebates as a result of tax certiorari or any other applications or proceedings for reduction;

(j) Operating Agreements. All contracts (including, without limitation, service, supply, maintenance and construction contracts), registrations, franchise agreements, permits, licenses (including, without limitation, liquor licenses, if any, to the fullest extent assignable by Debtor), plans and specifications, and other agreements, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Property, or respecting any business or activity conducted by Debtor from the Property, and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, while an Event of Default remains uncured, to receive and collect any sums payable to Debtor thereunder (collectively, "Operating Agreements");



- (k) Rate Cap Agreements. All interest rate cap agreements, swaps or other interest hedging agreements now or hereafter executed with respect to the Loan or to guard against interest rate exposure in connection with the Loan, if any;
- (l) Intangibles. All accounts, escrows, chattel paper, claims, deposits, trade names, trademarks, service marks, logos, copyrights, books and records, goodwill, and all other general intangibles relating to or used in connection with the operation of the Property;
- (m) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property (including, without limitation, the Debtor Operating Account and all reserves, escrows, deposit accounts and lockbox accounts established pursuant to the Loan Agreement), together with all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property from time to time held therein, and all proceeds, products, distributions, dividends or substitutions thereon or thereof;
- (n) Rights to Conduct Legal Actions. The right, in the name and on behalf of Debtor, to commence any action or proceeding to protect the interest of Secured Party in the Property and to appear in and defend any action or proceeding brought with respect to the Property;
- (o) Proceeds. All proceeds and profits arising from the conversion, voluntary or involuntary, of any of the foregoing into cash (whether made in one payment or a stream of payments) and any liquidation claims applicable thereto; and
- (p) Rights. Any and all other rights of Debtor in and to the items set forth in the foregoing subsections (a) through (o), inclusive, and in and to the Property. TO HAVE AND TO HOLD the above granted and described Property unto Secured Party, and its successors and assigns, with power of sale in accordance with the terms and conditions hereof, forever; subject, however, to Section 2.05 below.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Security Instrument.



**Exhibit "A"**  
**Legal Description**

A parcel of land situated in the North half of Section 8. Township 19 South, Range 1 West. Shelby County, Alabama, also being Lot 2 Eagle Point Office Park, as recorded in Map Book 26, Page 02 in the Office of the Judge of Probate Shelby County, Alabama:

Begin at an iron pin found at the Northeast corner of said Lot 2, said point also being at the Northwest corner of Lot 3 as recorded in said Eagle Point Office Park, and also being on the South right-of-way the of Eagle Point Corporate Drive in said Eagle Point Office Park, thence run in a Southeasterly direction along the Northeast the of said Lot 2 and also along the Southwest line of said Lot 3 for a distance of 299.03 feet to an iron pin found at the Southeast corner of said Lot 2 and also at the Southwest corner of said Lot 3, thence turn an interior angle to the left of 46 degrees, 27 minutes, 03 seconds and run in a Westerly direction along the South line of said Lot 2 and also along the North line of Lot 273 and 272 in Eagle Point 2nd Sector, Phase 4, as recorded in Map Book 25, Page 103, in the Office of the Judge of Probate, Shelby County, Alabama, for a distance of 262.93 feet to an iron pin set at the Southwest corner of said Lot 2 said iron pin set also being at the Southeast corner of Lot 1 in said Eagle Point Office Park; thence turn an interior angle to the left of 90 degrees, 32 minutes, 08 seconds and run in a Northeasterly direction along the West line of said Lot 2 and also along the East line of said Lot 1 for a distance of 137.66 feet to an iron pin set, thence turn an exterior angle to the right of 172 degrees, 05 minutes, 47 seconds and run in a Northwesterly direction along the West line of said Lot 2 and also along the East line of said Lot 1 for a distance of 75.52 feet to an iron pin found at the Northwest corner of said Lot 2 and also said point being at the northeast corner of said Lot 1, said point also being on the South right-of-way line of said Eagle Point Corporate Drive, and also being on a curve to the left having a central angle of 78 degrees, 12 minutes, 11 seconds and a radius of 55.00 feet; thence turn an interior angle to the left of 85 degrees, 12 minutes, 03 seconds to the chord of said curve and run in a Northeasterly direction along the arc of said curve for a distance of 75.07 feet to the point of beginning; said parcel of land containing 34,575 square feet.