

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

| | |
|--|--|
| A. NAME & PHONE OF CONTACT AT FILER [optional] Murchison Taylor (704) 444-2000 | |
| B. SEND ACKNOWLEDGMENT TO: (Name and Address) Katten Muchin Rosenman LLP 550 S. Tryon Street Suite 2900 Charlotte, NC 28202-4213 murchison.taylor@kattenlaw.com | |

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| | | | | | | | |
|---|-----------------------------------|---------------------------------|--|--|----------------------|-------------------------------|-------------------------------|
| 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 MBCP, LLC | | | | | | | |
| OR | 1b. INDIVIDUAL'S LAST NAME | | FIRST NAME | MIDDLE NAME | SUFFIX | | |
| 1c. MAILING ADDRESS c/o Colliers International, 420 North 20th Street, Suite 2750 | | | CITY Birmingham | STATE AL | POSTAL CODE 35203 | COUNTRY USA | |
| 1d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION LLC | 1f. JURISDICTION OF ORGANIZATION Delaware | 1g. ORGANIZATIONAL ID #, if any 5192566 | | <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 | 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 | | | <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 CONTINENTAL CASUALTY COMPANY | | | | | | | |
| OR | 3b. INDIVIDUAL'S LAST NAME | | FIRST NAME | MIDDLE NAME | SUFFIX | | |
| 3c. MAILING ADDRESS 333 South Wabash Avenue | | | CITY Chicago | STATE IL | POSTAL CODE 60604 | COUNTRY USA | |

4. This FINANCING STATEMENT covers the following collateral:
This financing statement covers the collateral more particularly described on Schedule A attached hereto and made a part hereof and located on the real estate described on Exhibit A attached hereto and made a part hereof.

This statement is filed as additional security for indebtedness secured by a mortgage filed of record in connection herewith, upon the recording of which mortgage recording privilege taxes have been paid.

| | | | | | | | |
|---|---|---------------|--------------------------------------|---------------|-----------------------------------|-----------------------------------|----------------|
| 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 [if applicable] | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] | | <input type="checkbox"/> All Debtors | | <input type="checkbox"/> Debtor 1 | <input type="checkbox"/> Debtor 2 | |
| 8. OPTIONAL FILER REFERENCE DATA Filed with: AL - Shelby County | | | | | F#377286 A#543685 | | |

UCC FINANCING STATEMENT ADDENDUM

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9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

| | | | |
|----|--------------------------------------|------------|---------------------|
| OR | 9a. ORGANIZATION'S NAME MBCP, 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. <u>SEE INSTRUCTIONS</u> | 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 of Schedule A attached hereto.

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
☐ Filed in connection with a Public-Finance Transaction

International Association of Commercial Administrators (IACA)

SCHEDULE A

DEBTOR: MBCP, LLC, a Delaware limited liability company


SECURED PARTY: CONTINENTAL CASUALTY COMPANY, an Illinois insurance company

Continuation of Item 4:

All of Debtor's right, title, interest and estate in and to the "**Property**", the "**Chattels**", and the "**Intangible Personality**" (as each term is defined below).

I. Property: All of Debtor's right, title and interest in, to and under any and all of the following described property, whether now owned or held by Debtor or hereafter acquired (the "**Property**"):

- a. The Land, the Improvements and the estates appurtenant thereto;
- b. Any land lying between the boundaries of the Land and the center line of any adjacent street, road, avenue, or alley, whether opened or proposed, and any tidelands or filled lands within the boundaries of the Land;
- c. All Leases and all guaranties thereof and security deposits or other security provided in connection therewith;
- d. All Rents;
- e. All (i) water and water rights (whether decreed or undecreed, tributary, nontributary or not nontributary, surface or underground, or appropriated or unappropriated); (ii) ditches and ditch rights; (iii) spring and spring rights; (iv) reservoir and reservoir rights; and (v) shares of stock in water, ditch and canal companies and all other evidence of such rights, that are now owned or hereafter acquired by Debtor and that are appurtenant to or that have been used in connection with the Land and the Improvements;
- f. All minerals, crops, timber, trees, shrubs, flowers, and landscaping features now or hereafter located on, under or above the Land and Improvements;
- g. All machinery, apparatus, equipment, fittings, fixtures (whether actually or constructively attached, and including all trade, domestic and ornamental fixtures) (excluding any such items that are owned by tenants under Leases or that are leased by Debtor pursuant to equipment leases with third parties) now or hereafter located in, upon, or under the Land or the Improvements and used or usable in connection with any present or future operation thereof, including but not limited to all heating, air-conditioning, freezing, lighting, laundry, incinerating and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, cooking, and communications apparatus; boilers, water heaters, ranges, furnaces, and burners; appliances; vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows; stoves; refrigerators; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies; and all additions thereto and replacements therefor


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(excluding, however, any of the foregoing to the extent owned by a tenant under a Lease for so long as the same do not become property of Debtor under such Lease);

h. All development rights associated with the Land, whether previously or subsequently transferred to the Land from other real property or now or hereafter susceptible of transfer from the Land to other real property;

i. All awards and payments, including interest thereon, resulting from the exercise of any right of eminent domain or any other public or private taking of, injury to, or decrease in the value of, any portion of the Land or Improvements;

j. All other and greater rights and interests of every nature in the Land and in the possession or use thereof and income therefrom, whether now owned or subsequently acquired by Debtor;

k. All right, title and interest of Debtor, if any, in the balance of the property interests associated with the Land or Improvements to the extent not already included in this definition of "Property"; and

l. Any and all contract rights with respect to, or that may in any way pertain to, the Property, and all refunds, rebates, security deposits or other expectancy under or from any such account or contract right; and

m. The Access Agreements;

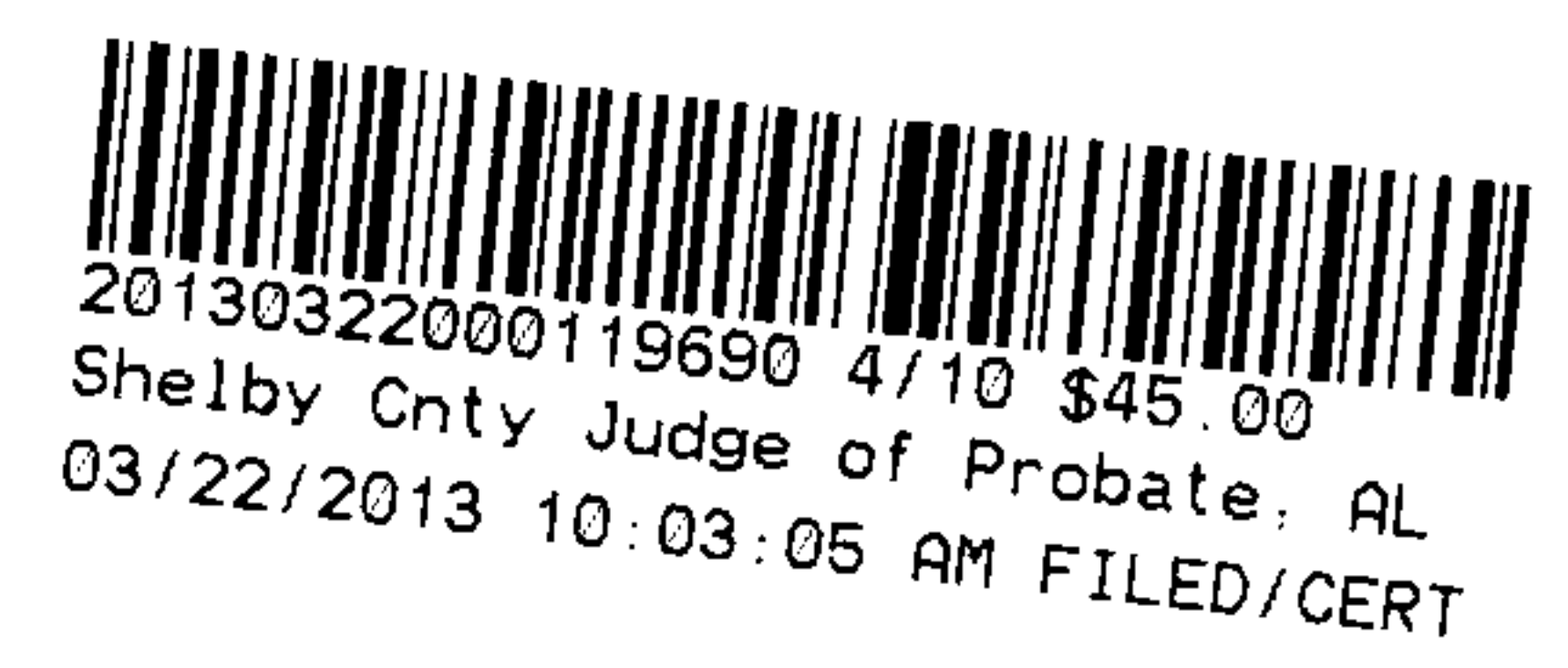
n. All Permits; and

o. All insurance proceeds or any other proceeds in respect of each and every of the foregoing.

II. Chattels: All of Debtor's right, title, interest and estate in and to the following (collectively, the "**Chattels**");

All goods (including, without limitation, all "Goods" as defined in the UCC, fixtures (including, without limitation, all "Fixtures" as defined in the UCC), inventory (including, without limitation, all "Inventory" as defined in the UCC), equipment (including, without limitation, all "Equipment" as defined in the UCC), building and other materials, supplies, and other tangible personal property of every nature (but excluding all chattels, "trade" fixtures and personal property of the tenants under Leases that do not become the property of Debtor under the Leases and all personal property leased or licensed by Debtor pursuant to equipment leases or license agreements with third parties), whether now owned or hereafter acquired by Debtor, used, intended for use, or reasonably required in the construction, development or operation of the Property, together with all accessions thereto, replacements and substitutions therefor, and proceeds thereof.

III. Intangible Personalty: All of Debtor's right, title, interest and estate in and to the following (collectively, the "**Intangible Personalty**");



All trademarks and trade names and symbols or logos used in connection therewith, or any modifications or variations thereof or any licenses permitting Debtor to use any of the foregoing, in connection with the operation of the improvements existing or to be constructed on the Property, together with all rents, issues, income and profits, accounts, deposit accounts, letter of credit rights, investment property, monies in the possession of Mortgagee (including without limitation proceeds from insurance and condemnation proceeds, retainages and deposits for taxes and insurance), Permits, contract rights (including, without limitation, rights to receive condemnation and insurance proceeds) and general intangibles (whether now owned or hereafter acquired, and including proceeds thereof) relating to or arising from Debtor's ownership, use, operation, leasing, or sale of all or any part of the Property, specifically including but in no way limited to any right that Debtor may have or acquire to transfer any development rights from the Property to other real property, and any development rights that may be so transferred (excluding, however, any intangible property owned by any tenant under any Lease).

Definitions

1. **"Improvements"** shall mean all buildings, structures and improvements, now or hereinafter located on the Land.
2. **"Land"** shall mean the tract or tracts of land described in Exhibit A attached hereto, including all rights of way, easements and other appurtenances thereto.
3. **"Leases"** shall mean any and all present and future leases, subleases and other agreements under the terms of which any person other than Debtor has or acquires any right to occupy or use the Property, or any part thereof, including, without limitation, the Required Lease (as defined in the Mortgage), excluding utility and other easements that are Permitted Exceptions.
4. **"Permits"** shall mean all permits, licenses, certificates, franchises and authorizations necessary for the beneficial development, ownership, use, occupancy, operation and maintenance of the Property and the conduct of the business of Debtor.
5. **"Permitted Exceptions"** shall mean the matters set forth in Exhibit B attached hereto.
6. **"Rent"** shall mean all Gross Revenues in respect of the Property.



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL I:


Lot 11-G, Meadow Brook Corporate Park South, Phase II, Resurvey No. 8, as recorded in Map Book 25, page 91 A & B, in the Probate Office of Shelby County, Alabama; being more particularly described as follows:

Begin at the Southeasterly corner of Lot 11-G, Meadow Brook Corporate Park South, Phase II, Resurvey No. 8, as recorded in Map Book 25, page 91 A & B in the Probate Office of Shelby County, Alabama and run North 90°00' West a distance of 603.04 feet to a point on the corner of Lot 11-G; thence North 0°00' East a distance of 603.74 feet to a point on the Southeasterly right of way line of Resource Drive; thence North 64°16'06" East along the Southeasterly right of way line of Resource Drive a distance of 223.21 feet to the P.C. (Point of Curve) of a curve to the left having a radius of 460.00 feet, a central angle of 28°27'36" and a chord bearing of North 50°02'18" East; thence along the arc of said curve and the Southeasterly right of way line of Resource Drive a distance of 228.49 feet to the P.R.C. (Point of Reverse Curve) of a curve to the right having a radius of 25.00 feet, a central angle of 79°47'55" and a chord bearing of North 75°42'28" East; thence along the arc of said curve and the Southeasterly right of way line of Resource Drive a distance of 34.82 feet to a point on the Southwesterly right of way line of Corporate Drive, said point being the P.R.C. (Point of Reverse Curve) of a curve to the left having a radius of 362.21 feet, a central angle of 10°38'30" and a chord bearing of South 69°42'50" East; thence along the arc of said curve and the Southwesterly right of way line of Corporate Drive a distance of 67.27 feet to the P.T. (Point of Tangent) of said curve; thence South 75°02'05" East tangent to said curve along the Southwesterly right of way line of Corporate Drive a distance of 52.34 feet to a point; thence South 0°25'10" East a distance of 97.46 feet to a point; thence South 15°00'40" West a distance of 43.23 feet to a point; thence South 0°25'10" East a distance of 460.87 feet to a point; thence South 22°45'40" East a distance of 235.47 feet to the Point of Beginning; being situated in Shelby County, Alabama.

PARCEL II:

Lot 11-F, Meadow Brook Corporate Park South, Phase II, Resurvey No. 8, as recorded in Map Book 25, page 91 A & B in the Probate Office of Shelby County, Alabama; being more particularly described as follows:

Begin at the Southeast corner of Lot 11-F, Meadow Brook Corporate Park South, Phase II, Resurvey No. 8, as recorded in Map Book 25, page 91 A & B in the Probate Office of Shelby County, Alabama and run North 0°00' East along the East line of said Lot 11-F a distance of 603.74 feet to a point on the Southeasterly right of way line of Resource Drive (a 60 foot wide right of way); thence South 64°16'06" West along the Southeasterly right of way line of Resource Drive a distance of 295.54 feet to a point; thence North 25°43'54" West a distance of 255.40 feet to a point on the edge of Lake E; thence South 58°16'06" West a distance of 3.66 feet to the P.C. (Point of Curve) of a curve to the right having a radius of 185.00 feet, a central angle of 83°15'51" and a chord bearing of North 80°05'58"


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West; thence in a Southwesterly, Westerly and Northwesterly direction along the arc of said curve and along Lake E a distance of 268.85 feet to a point; thence South 51°31'57" West a distance of 243.19 feet to a point; thence South 2°58'01" West a distance of 315.00 feet to a point; thence South 28°58'16" West a distance of 320.01 feet to a point, said point being the Southwesterly corner of Lot 11-F; thence North 90°00' East along the South line of said Lot 11-F a distance of 984.14 feet to the Point of Beginning.

TOGETHER WITH rights granted in that certain Reciprocal Easement Agreement recorded in Instrument 20030102000000360, in the Probate Office of Shelby County, Alabama.




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EXHIBIT B

PERMITTED EXCEPTIONS

[To Be Attached]


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All taxes for the year 2013 and subsequent years, not yet due and payable.

Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel, in on and under subject property.

PARCELS I & II:

Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporation Park as recorded in Real 64, page 91; 1st Amendment recorded in Real 95, page 826; 2nd Amendment recorded in Real 141, page 784; 3rd Amendment recorded in Real 177, page 244; 4th Amendment recorded in Real 243, page 453; 5th Amendment recorded in Real 245, page 89; 6th Amendment recorded in Instrument 1992-23529; 7th Amendment recorded in Instrument 1995-03028; 8th Amendment recorded in Instrument 1995-04188; 9th Amendment recorded in Instrument 1996-5491; 10th Amendment recorded in Instrument 1996-32318; 11th Amendment recorded in Instrument 1997-30077; 12th Amendment recorded in Instrument 1997-37856; 13th Amendment recorded in Instrument 1998-5588; 14th Amendment recorded in Instrument 1998-41655; 15th Amendment recorded in Instrument 1998-46243; 16th Amendment recorded in Instrument 1999-2935; 17th Amendment recorded in Instrument 20021217000631360 and 18th Amendment recorded in Instrument 20100927000316200 in the Probate Office of Shelby County, Alabama.


PARCEL I only:

Agreement with Alabama Power Company regarding underground cables recorded in Real 207, page 348, in the Probate Office of Shelby County, Alabama.

Agreement with Alabama Power Company recorded in Misc. Book 48, page 880, in the Probate Office of Shelby County, Alabama.

Matters shown on plat recorded in Map Book 25, page 91 A & B, as follows: Building setback line of 40 feet reserved from Resource Drive and Corporate Drive; 20 foot storm sewer easement on the Easterly and Westerly portions with pipe locations extensions; 20 foot sanitary sewer easements and sanitary manholes through Southerly portion; asphalt paving and curbs, as shown on that survey last revised 2/15/2013 by William H. Sommerville III designated as MKA Project No. 1122-13-2769. (the "Survey")

Transmission line permit to Alabama Power Company, recorded in Instrument 1999-25430, in the Probate Office of Shelby County, Alabama, as shown on the Survey.


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Sanitary Sewer Line Easement Agreement between Daniel US Properties Limited Partnership II and Shelby County, recorded in Instrument 2000-44862 in the Probate Office of Shelby County, Alabama, as shown on the Survey.

Easements and rights of others as stated in that certain Reciprocal Easement Agreement recorded in Instrument 20030102000000360, in the Probate Office of Shelby County, Alabama.

PARCEL II only:

Agreement with Alabama Power Company recorded in Misc. Book 48, page 880, in the Probate Office of Shelby County, Alabama.

Easement to DMB, LLC, as recorded in Instrument 1998-0958, in the Probate Office of Shelby County, Alabama, as shown on the Survey.

Matters shown on plat recorded in Map Book 25, page 91 A & B, as follows: Building setback line of 40 feet reserved from Resource Drive and Corporate Drive; 20 foot storm sewer easement on the Easterly and Westerly portions with pipe locations extensions; 20 foot sanitary sewer easements and sanitary manholes through Southerly portion; asphalt paving and curve, as shown on the Survey.

Transmission line permit to Alabama Power Company, recorded in Instrument 1999-25430, in the Probate Office of Shelby County, Alabama, as shown on the Survey.

Sanitary Sewer Line Easement Agreement dated 12/27/2000, by and between Meadow Brook South 2500, LLC and Shelby County, Alabama, as set out in Instrument 2001-00004, in the Probate Office of Shelby County, Alabama, as shown on the Survey.

The following matters as delineated on the survey dated 2/15/2013 by William H. Sommerville III designated as MKA Project No. 1122-13-2769:

- a.) Encroachment of curbing and parking into 20' Sanitary Sewer Easement and 20' Storm Easement (Parcels I & II)
- b.) Encroachment of A/C pad over property line (Parcel II Only)
- c.) Encroachment of fence over property line (Parcel II Only)

NOTE: The company insures the Insured against actual monetary loss by reason of forced removal of said encroachments.

