

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS



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Shelby Cnty Judge of Probate, AL
06/12/2015 01:02:55 PM FILED/CERT

| | |
|---|--|
| A. NAME & PHONE OF CONTACT AT FILER (optional) Jonathan J. Nugent 704-417-3104 | |
| B. E-MAIL CONTACT AT FILER (optional) | |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address) | |
| Jonathan J. Nugent Nelson Mullins Riley & Scarborough LLP 100 North Tryon Street, 42nd Floor Charlotte, North Carolina 28202 | |

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

| | | | | |
|---|--------------------------|---------------------|-------------------------------|---------|
| 1a. ORGANIZATION'S NAME HPT SUNBELT PORTFOLIO, LLC | | | | |
| OR | 1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 1c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
| 1522 2nd Street | Santa Monica | CA | 90401 | USA |

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

| | | | | |
|-------------------------|--------------------------|---------------------|-------------------------------|---------|
| 2a. ORGANIZATION'S NAME | | | | |
| OR | 2b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
| | | | | |

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

| | | | | |
|--|--------------------------|---------------------|-------------------------------|---------|
| 3a. ORGANIZATION'S NAME JPMORGAN CHASE BANK, NATIONAL ASSOCIATION | | | | |
| OR | 3b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 3c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
| 383 Madison Avenue | New York | NY | 10179 | USA |

4. COLLATERAL: This financing statement covers the following collateral:

See Exhibits A and B attached hereto and made a part hereof.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility Agricultural Lien Non-UCC Filing

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

Deal Name: Sunbelt Portfolio

File with: Shelby County, Alabama

705A14-02

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS



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9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

| | |
|---|--------|
| 9a. ORGANIZATION'S NAME HPT SUNBELT PORTFOLIO, LLC | |
| OR | |
| 9b. INDIVIDUAL'S SURNAME | |
| FIRST PERSONAL NAME | |
| ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

| | | | | |
|--|------|-------|-------------|---------|
| 10a. ORGANIZATION'S NAME | | | | |
| OR | | | | |
| 10b. INDIVIDUAL'S SURNAME | | | | |
| INDIVIDUAL'S FIRST PERSONAL NAME | | | | |
| INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | | | | SUFFIX |
| 10c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

| | | | | |
|---------------------------|---------------------|-------------------------------|-------------|---------|
| 11a. ORGANIZATION'S NAME | | | | |
| OR | | | | |
| 11b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX | |
| 11c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

covers timber to be cut covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

See Exhibit A attached hereto.
Indexing Instructions:

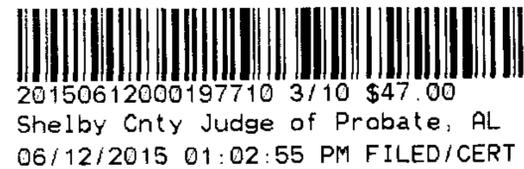
17. MISCELLANEOUS:
Deal Name: Sunbelt Portfolio

File with: Shelby County, Alabama

Debtor: HPT SUNBELT PORTFOLIO, LLC, a
Delaware limited liability company

Secured Party: JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

EXHIBIT "A"
to
UCC Financing Statement



LEGAL DESCRIPTION OF PROPERTY

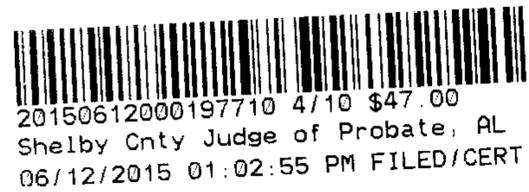
Inverness Center, Birmingham, Shelby County, Alabama

Parcel II: (Building No. 31)

A parcel of the Northwest quarter of the Southwest quarter of Section 36, Township 18 South, Range 2 West and a part of the Northeast quarter of the Southeast quarter of Section 35, Township 18 South, Range 2 West, being more particularly described as follows:

Commence at the Southwest corner of the Northwest quarter of the Southwest quarter of said Section 36, and run North 44° 19' 30" West for 354.20 feet, thence North 34° 17' 30" East for 638.56 feet; thence North 65° 04' 00" East for 225.67 feet; thence South 22° 14' 00" East for 82.08 feet to the point of beginning; thence continue along last described course 290.25 feet; thence South 14° 42' 21" West for 60.11 feet to a point on the edge of Lake Heather (the following point meander along the edge of Lake Heather until otherwise stated); thence South 30° 34' 00" West for 26.38 feet; thence South 01° 36' 24" East for 39.30 feet; thence South 35° 56' 55" East for 69.60 feet; thence South 45° 25' 00" East for 46.40 feet, thence South 27° 14' 14" East for 40.50 feet; thence South 29° 45' 25" East for 34.11 feet; thence South 12° 52' 06" East for 55.19 feet; thence South 15° 00' 56" East for 33.65 feet; thence South 02° 55' 19" West for 22.90 feet; thence South 21° 15' 49" West for 24.91 feet; thence South 59° 14' 05" West for 35.60 feet, thence South 35° 04' 09" West for 21.02 feet; thence South 41° 54' 39" West for 38.34 feet; thence South 54° 43' 51" West for 46.14 feet; thence South 86° 47' 46" West for 19.92 feet; thence North 78° 23' 14" West for 10.84 feet; thence North 49° 53' 09" West for 13.38 feet; thence North 36° 15' 28" West for 33.67 feet; thence North 75° 41' 07" West for 9.49 feet; thence South 86° 59' 33" West for 21.92 feet; thence North 74° 31' 40" West for 27.50 feet; thence North 66° 59' 58" West for 31.89 feet; thence North 51° 28' 45" West for 49.75 feet; thence North 46° 29' 16" West for 26.67 feet; thence North 22° 11' 59" West for 11.00 feet, thence North 59° 22' 36" West for 16.54 feet; thence North 61° 08' 45" West for 21.53 feet; (the following points are no longer the edge of Lake Heather); thence North 81° 37' 00" West for 24.28 feet; thence North 81° 57' 30" West for 107.44 feet; thence North 43° 27' 30" West for 269.97 feet; thence North 34° 29' 00" East for 150.86 feet; thence North 49° 46' 49" East for 398.30 feet along the chord of curve to the right having a radius of 755.19 feet; a central angle of 30° 35' and an arc length of 403.11 feet; thence North 65° 03' 51" East for 80.69 feet to the Point of Beginning.

The above described property is also known as Site -7, according to the map of Inverness Sites 6 & 7 as recorded in Map Book 26, Page 147, in the Probate Office of Shelby County, Alabama.



Parcel III: (Building No. 104)

All that piece or parcel of land lying on the West side of Inverness Center Place within the Inverness Center Development in or near the City of Hoover as part of the Southwest quarter of Section 36, Township 18 South, Range 2 West, and more particularly described to-wit:

Commencing at an iron pin found on the Eastern side of Inverness Center Place, being the Southwestern corner of that property known as Inverness Center Site 24B as recorded in P.B 21, Page 61, South 24° 31' 48" East for 371.87 feet to an iron pin on the Western side of Inverness Center Place which is the Point of Beginning.

Thence leaving Inverness Center Place South 40° 46' 16" West for 173.77 (passing iron pin found at 138.36 feet) to a point, in or near the edge of Lake Heather (a.k.a. Lake Inverness); thence following the edge of Lake Heather at contour 496.00 feet with the following traverse points and courses (labeled A-B on Plat by F.V. Clinkscales, Jr., AL. PLS & PE) to wit: South 86° 00' 20" West for 64.27 feet to a point on or near the 496 foot contour; thence South 47° 49' 49" West for 40.95 feet to a point on or near the 496 foot contour; thence South 54° 12' 24" West for 22.12 feet to a point on or near the 496 foot contour; thence South 76° 47' 06" West for 31.68 feet to a point on or near the 496 foot contour; thence South 83° 11' 13" West for 78.43 feet to a point on or near the 496 foot contour; thence South 86° 41' 36" West for 75.25 feet to a point on or near the 496 foot contour; thence South 29° 14' 31" West for 64.41 feet to a point on or near the 496 foot contour; thence South 85° 45' 49" West for 14.46 feet to a point on or near the 496 foot contour; thence North 17° 31' 08" East for 23.12 feet to a point on or near the 496 foot contour; thence North 08° 31' 15" West for 9.54 feet to a point on or near the 496 foot contour; thence South 26° 45' 08" West for 19.67 feet to a point on or near the 496 foot contour; thence South 38° 40' 34" West for 30.80 feet to a point on or near the 496 foot contour; thence South 87° 30' 05" West for 26.10 feet to a point on or near the 496 foot contour; thence South 57° 04' 15" West for 51.82 feet to a point on or near the 496 foot contour; thence South 14° 12' 02" West for 7.25 feet to a point on or near the 496 foot contour; thence South 87° 01' 24" West for 9.00 feet to a point on or near the 496 foot contour; thence South 57° 32' 16" West for 60.94 feet to a point on or near the 496 foot contour; thence North 88° 13' 37" West for 59.24 feet to a point on or near the 496 foot contour; thence North 68° 56' 31" West for 55.15 feet to a point on or near the 496 foot contour; thence North 30° 58' 70" West for 20.87 feet to a point on or near the 496 foot contour; thence North 16° 33' 06" West for 39.41 feet to a point on or near the 496 foot contour; thence North 15° 21' 52" West for 44.68 feet to a point on or near the 496 foot contour; thence North 03° 40' 00" East for 28.26 feet to a point on or near the 496 foot contour; thence North 21° 11' 06" East for 19.81 feet to a point on or near the 496 foot contour; thence North 44° 53' 30" West for 5.31 feet to a point on or near the 496 foot contour; thence North 39° 08' 18" East for 14.95 feet to a point on or near the 496 foot contour; thence South 83° 56' 54" West for 11.83 feet to a point on or near the 496 foot contour; thence North 23° 22' 32" West for 23.41 feet to a point on or near the 496 foot contour; thence North 03° 43' 45" West for 29.70 feet to a point on or near the 496 foot contour; thence North 06° 52' 19" East 36.45 feet to a point on or near the 496 foot contour; thence North 21° 38' 23" East for 54.71 feet to a point on or near the 496 foot contour; thence North 31° 26' 23" East for 78.78 feet to a point on or near the 496 foot contour; thence North 40° 29' 18" East for 25.16 feet to a point on or near the 496



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foot contour; thence North 68° 45' 57" East for 8.81 feet to a point on or near the 496 foot contour; thence North 22° 16' 41" East for 19.60 feet to a point on or near the 496 foot contour; thence North 28° 10' 40" East for 29.36 feet to a point on or near the 496 foot contour; thence North 26° 40' 30" East for 10.94 feet to an iron pin set at the edge of the water; thence with the center of an un-named creek for six (6) courses to wit: North 04° 28' 56" East for 4.73 feet to a point; South 42° 12' 18" East for 44.95 feet to a point thence North 63° 52' 49" East for 17.26 feet to a point; thence North 26° 16' 48" East for 44.95 feet to a point; thence North 17° 58' 09" West for 15.56 feet to a point thence North 39° 01' 57" East for 112.82 feet to an iron pin found (passing over a headwall) on the Western side of Inverness Center Place; thence with Inverness Center Place for four (4) courses to wit: a curve to the left with a chord bearing of South 78° 09' 58" East for 87.72 feet (R249.99 feet; L=88.18 feet) to an iron pin thence South 88° 10' 38" East for 35.02 feet to a point; thence a curve to the right with a chord bearing of South 55° 55' 00" East for 452.06 feet (R=422.03 feet; L=477.06 feet) to a point; thence South 23° 31' 53" East for 47.74 feet to the Point of Beginning.

Parcel No. IV: (Building No. 10)

Part of the West half of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the point where the North line of the South half said quarter-quarter of the Southeast quarter of the Northwest quarter of Section 36, Township 18 South, Range 2 West intersects the Southwesterly right of way of U.S. Highway 280 and run North 88° 24' 25" West along said North line of South half distance of 138.23 feet to the point of beginning of herein described parcel; thence run South 09° 56' 31" East along the Southwesterly line of Inverness Office Center, Site 1 a distance of 370.81 feet to a point on a curve to the left on the Northwesterly right of way of Inverness Center Parkway said curve having a radius of 639.00 feet and a central angle of 17° 05' 09", thence South 57° 28' 31" West along the chord of said curve 189.85 feet to the Point of Tangent; thence continuing along said right of way the following courses, South 48° 55' 56" West, 47.17 feet to the Point of Curve of curve to the right, having a radius of 431.50 feet and a central angle of 13° 33' 45"; thence South 55° 02' 49" West along the chord of said curve 101.90 feet to the Point of Tangent; thence South 62° 29' 42" West, 137.56 feet to the Point of Curve of curve to the left, having a radius 1342.50 feet and a central angle of 11° 11' 18"; thence South 56° 54' 02" West along the chord of said curve 261.74 feet to the Point of Tangent; thence South 51° 18' 23" West, 81.81 feet to the Point of Curve of curve to the right, having a radius of 1325.00 feet and a central angle of 2° 03' 06"; thence South 52° 19' 56" West along the chord of said curve 47.44 feet to a point on said curve and the centerline of common drive for Inverness Office Center Buildings 10 and 22; thence the following courses along said centerline of common drive, North 28° 28' 27" West, 5.13 feet to a Point of Curve of curve to the right, having a radius of 213.00 feet and a central angle of 16° 09' 39"; thence North 20° 23' 37" West along the chord of said curve 59.88 feet to the Point of Tangent; thence North 12° 18' 47" West, 71.95 feet to the Point of Curve of curve to the left, having a radius of 116.00 feet and a central angle of 67° 11' 32"; thence North 45° 54' 33" West along the chord of said curve 128.37 feet to a point on said curve; thence leaving said centerline of common drive, the following courses along the existing back of curb of an entrance drive to



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Building 10, North $10^{\circ} 51' 55''$ East, 35.08 feet to the Point of Curve of a curve to the right, having a radius of 321.55 feet and a central angle of $32^{\circ} 08' 29''$; thence North $26^{\circ} 56' 09''$ East along the chord of said curve 178.02 feet to the Point of Tangent; thence North $43^{\circ} 00' 24''$ East, 8.85 feet; thence North $29^{\circ} 39' 25''$ West 28.26 feet; Thence South $60^{\circ} 20' 35''$ West 29.00 feet leaving said back of curb; thence North $29^{\circ} 39' 25''$ West paralleling existing parking lots of Building 10 and 22, 388.34 feet; thence North $88^{\circ} 24' 25''$ West 55.92 feet; thence North $01^{\circ} 35' 35''$ East 25.00 feet; thence South $88^{\circ} 24' 25''$ East 5.00 feet; thence North $01^{\circ} 35' 35''$ East 75.50 feet to a point on said North line of the South half of the Southeast quarter of the Northwest quarter of Section 36 Township 18 South, Range 2 West; thence South $88^{\circ} 24' 25''$ East along said North line of South half, 156.00 feet to a point; thence South $46^{\circ} 22' 05''$ East, 40.73 feet; thence North $43^{\circ} 37' 55''$ East, 36.72 feet to a point on said North line of South half thence South $88^{\circ} 24' 25''$ East along said North line of South half, 765.04 feet to the Point of Beginning.

Parcel V: (Building No. 22)

Part of the West half of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at a point where the North line of the South half of the Southeast quarter of the Northwest quarter of Section 36, Township 18 South, Range 2 West intersects the Southwesterly right of way of U. S. Highway 280 and run North $88^{\circ} 24' 25''$ West along same 1114.10 feet to the point of beginning of herein described parcel; thence South $01^{\circ} 35' 35''$ West, 75.50 feet, thence North $88^{\circ} 24' 25''$ West 5.00 feet; thence South $01^{\circ} 35' 35''$ West 25.00 feet; thence South $88^{\circ} 24' 25''$ East 55.92 feet; thence South $29^{\circ} 39' 25''$ East paralleling existing parking lots of Building 10 and 22, 388.34 feet; thence North $60^{\circ} 20' 35''$ East 29.00 feet to a point on the existing back of curb of drive into Building 10; thence the following courses along said back of curb, South $29^{\circ} 39' 25''$ East, 28.26 feet; thence South $43^{\circ} 00' 24''$ West 8.85 feet to the Point of Curve of curve to the left, having a radius of 321.55 feet and a central angle of $32^{\circ} 08' 29''$; thence South $26^{\circ} 56' 09''$ West along the chord of said curve 178.02 feet to the Point of Tangent; thence South $10^{\circ} 51' 55''$ West 35.08 feet to a point on a curve to the right and on the centerline of common drive for Buildings 10 and 22, said curve having a radius of 116.00 feet and a central angle of $67^{\circ} 11' 32''$; thence the following courses along said centerline of drive, South $45^{\circ} 54' 33''$ East along the chord of said curve 128.37 feet; thence South $12^{\circ} 18' 47''$ East 71.95 feet to the Point of Curve of curve to the left, having a radius of 213.00 feet and a central angle $16^{\circ} 09' 39''$; thence South $20^{\circ} 23' 37''$ East along the chord of said curve 59.88 feet to the Point of Tangent; thence South $28^{\circ} 28' 27''$ East 5.13 feet to a point on a curve to the right on the Northerly right of way of Inverness Center Parkway, said curve having a radius of 1325.00 feet and a central angle of $11^{\circ} 50' 45''$; thence South $59^{\circ} 16' 51''$ West along the chord of said curve 273.45 feet to the Point of Tangent; thence South $65^{\circ} 12' 13''$ West continuing along said right of way 234.70 feet to the Point of Curve of curve to the left, having a radius of 985.24 feet and a central angle of $1^{\circ} 49' 24''$ thence South $64^{\circ} 17' 32''$ West continuing along said right of way 31.35 feet to an intersection with a curve to the right being on the back of the Easterly curb of the entrance drive to Inverness Office Center, Site-4, (The 40's), said curve having a radius of 68.08 feet and a central angle of $55^{\circ} 56' 13''$; thence the following courses along said Easterly back of curb of entrance drive; North $50^{\circ} 56' 42''$ West along the chord of said curve 63.86 feet to the Point of Tangent; thence North $22^{\circ} 58' 36''$ West 5.09 feet to the Point of Curve of curve to the

right, having a radius of 58.90 feet and a central angle of 20° 29' 35"; thence North 12° 43' 48" West along the chord of said curve 20.95 feet to the Point of Tangent; thence North 02° 29' 00" West 36.87 feet to the Point of Curve of curve to the left, having a radius of 229.01 feet and a central angle of 43° 55' 17"; thence North 24° 52' 29" West along the chord of said curve 171.28 feet to the Point of Tangent; thence North 53° 14' 04" West 133.54 feet to the Point of Curve of curve to the right, having a radius of 275.00 feet and a central angle of 19° 48' 04"; thence North 43° 20' 02" West along the chord of said curve 94.57 feet to a point on said curve; thence North 36° 15' 02" East leaving said back of curb and paralleling existing parking lots of Site-4 and Building 22, 682.41 feet; thence North 01° 36' 01" East 166.08 feet to a point on said North line of the South half of the Southeast quarter of the Northwest quarter of Section 36; thence South 88° 24' 25" East along said same 52.95 feet to the Point of Beginning.


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Debtor: HPT SUNBELT PORTFOLIO, LLC, a
Delaware limited liability company

Secured Party: JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

EXHIBIT "B"
to
UCC Financing Statement

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

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (the "Land");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of that certain Mortgage and Security Agreement executed in connection herewith (the "**Security Instrument**")

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "**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 Land and the Improvements and the reversion and reversions 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 Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) Equipment. All "goods" and "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Debtor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "**Equipment**"). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under leases except to the extent that Debtor shall have any right or interest therein;

(f) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in



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connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaningcall and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "**Fixtures**"). Notwithstanding the foregoing, "Fixtures" shall not include any property which tenants are entitled to remove pursuant to leases except to the extent that Debtor shall have any right or interest therein;

(g) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever as defined in and subject to the provisions of the Uniform Commercial Code, other than Fixtures, which are now or hereafter owned by Debtor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "**Personal Property**"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "**Uniform Commercial Code**"), superior in lien to the lien of the Security Instrument and all proceeds and products of the above;

(h) Leases and Rents. All leases, subleases or subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into (collectively, the "**Leases**"), whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "**Bankruptcy Code**") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively, the "**Rents**") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(i) 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, but not limited to, 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;



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(j) Insurance Proceeds. All proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(k) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(l) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

(m) Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

(n) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting or pertaining to any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;

(o) Trademarks. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(p) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including, without limitation, the Lockbox Agreement and the Cash Management Account, together with all deposits or wire transfers made to such accounts, all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

(q) Letter of Credit. All letter-of-credit rights (whether or not the letter of credit is evidenced by a writing) Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to in the Security Instrument;

(r) Tort Claims. All commercial tort claims Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to in the Security Instrument; and

(s) Other Rights. Any and all other rights of Debtor in and to the items set forth in items (a) through (r) above.

Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Instrument.