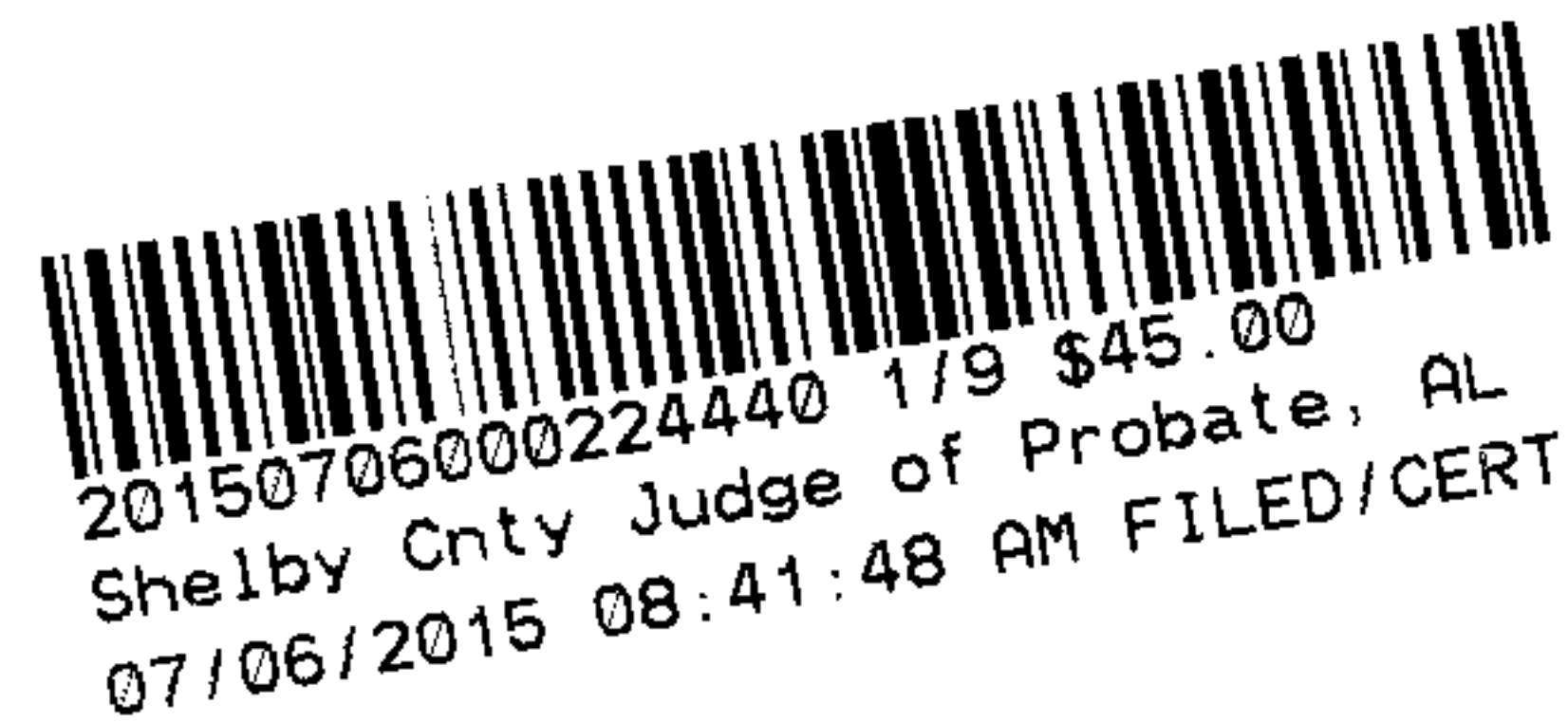


# UCC FINANCING STATEMENT

## FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Erin O'Neil Ashby, Esquire  
Troutman Sanders LLP  
Post Office Box 1122  
Richmond, Virginia 23218



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)

OR	1a. ORGANIZATION'S NAME				
	FLT RIVER PLACE-ICON, LLC				
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
4685 MacArthur Court, Suite 400		Newport Beach	CA	92660	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)

OR	2a. ORGANIZATION'S NAME				
	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)

OR	3a. ORGANIZATION'S NAME				
	FEDERAL HOME LOAN MORTGAGE CORPORATION				
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
8200 Jones Branch Drive		McLean	VA	22102	USA

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

Debtor's interest in all property located on or used or acquired in connection with the operation and maintenance of the real estate described in the attached Exhibit A, including, without limitation, the collateral described on Exhibit B attached hereto and made a part hereof.

Used as additional collateral to the mortgage recorded in mortgage book X, page      for \$11,760,000.00.

\* Inst # 20150706000224420

Freddie Mac Loan No. 708132014

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA:	

River Place on the Cahaba (Local – Shelby County)

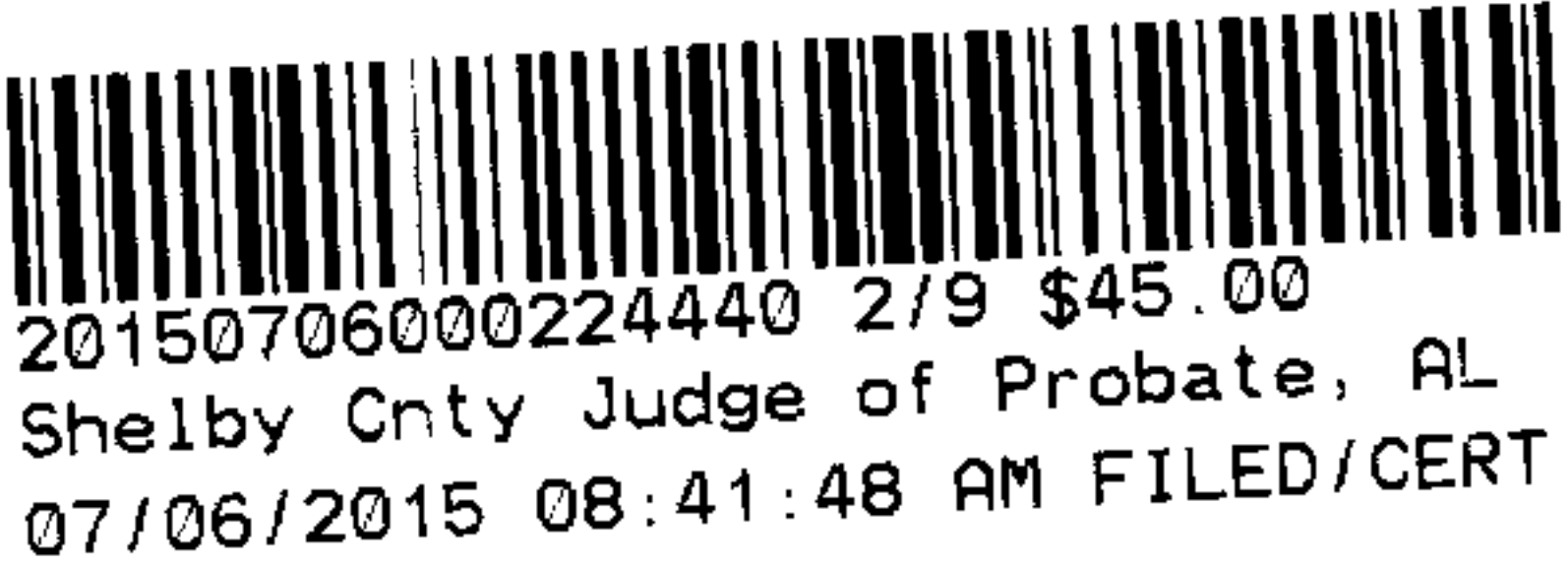
International Association of Commercial Administrators (IACA)

FILING OFFICE COPY –UCC FINANCING STATEMENT (FORM UCC1) (Rev. 04/20/11)

UCC FINANCING STATEMENT ADDENDUM
FOLLOW INSTRUCTIONS

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
FLT RIVER PLACE-ICON, 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
HOLLIDAY FENOGLIO FOWLER, L.P.
OR
11b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
9 Greenway Plaza, Suite 700 Houston TX 77046 USA

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 application)

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 and made a part hereof.

17. MISCELLANEOUS:



**EXHIBIT A**

**Legal Description**

  
20150706000224440 3/9 \$45.00  
Shelby Cnty Judge of Probate, AL  
07/06/2015 08:41:48 AM FILED/CERT

(River Place on the Cahaba)

A Tract of land situated in the NW 1/4 of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama, said tract being part of Block 2 of Alabama Park, as recorded in Map Book 5, Page 73, part of Lot 1 Butte Woods Ranch Addition to Altadena Valley, as recorded in Map Book 5, Page 1, all recorded in the Probate Office of Shelby County, Alabama, said tract of land more particularly described as follows:

Commence at the Southwest corner of the NE 1/4, NW 1/4 of said Section 3, and run thence Easterly along the South line thereof 69.02 feet; thence turn 69°30'50" right and run Southeasterly 96.27 feet to the point of beginning, said point being on the Northerly line of Lot 1 of said Altadena Park; thence turn 90°00' left and run Northeasterly 240.0 feet to the Northern most corner of said Lot 1; thence turn 90°58'45" right and run Southeasterly 149.79 feet to the Southeast corner of said Lot 1; thence 6°16'15" right and run Southeasterly along the Easterly line of Lot 2 of said subdivision 144.94 feet to the most Easterly corner of Lot 2; thence turn 7°01'15" right and run Southerly along the Easterly line of Lot 3 of said subdivision for 57.52 feet to a point on last said lot line; thence turn 106°56'15" left and run Northeasterly 128.13 feet; thence turn 84°50' right and run Southeasterly for 195.0 feet; thence turn 20°59'30" left and run Southeasterly for 333.22 feet; thence turn 52°39'30" left and run Easterly for 150.0 feet; thence turn 90° left and run Northerly for 600.14 feet; thence turn 41°00' right and run Northeasterly for 300.00 feet; thence turn 14°00' left and run Northeasterly for 125.0 feet; thence turn 25°00' left and run Northerly for 170.0 feet; thence turn 87°58'40" right and run Easterly for 137.41 feet to a point on the East line of the NE 1/4 of NW 1/4, Section 3, Township 19 South, Range 2 West; thence turn left 90° and run Northerly along said 1/4-1/4 line for 270 feet, more or less, to the Westerly bank of the Cahaba River; thence run Northerly and Westerly along the Southwest bank of said river 1400 feet, more or less, to the West line of the NE 1/4 of the NW 1/4 of said Section 3, said point also being on the Easterly line of Lot 1 of said Butte Woods Ranch Addition to Altadena Valley; thence run Northerly along last said 1/4-1/4 section line and said lot line for 90 feet, more or less, to the Northeasterly corner of said Lot 1; thence turn left and run Westerly along the Northerly line of said Lot 1 for 240 feet, more or less, to the Northwest corner of said Lot 1; thence turn left and run Southwesterly and along the Easterly right of way line of Caldwell Mill Road for 425 feet, more or less; thence turn left 31°45' and run Southeasterly for 67.96 feet; thence turn left 31°45' and run Southeasterly along the new Northeasterly right of way line of Old Caldwell Mill Road for 231.58 feet to the beginning of a curve to the right having a radius of 263.05 feet; thence continue Southeasterly and along said right of way line and along the arc of said curve 162.13 feet to the end of said curve; thence continue Southeasterly on a course tangent to said curve, and along said right of way line 245.3 feet to the point of beginning.

Situated in Shelby County, Alabama.

Less and Except the following property sold to Novus Utility Services, Inc. in Instrument 2001-14451, in the Probate Office of Shelby County, Alabama:

Part of the NW 1/4 of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing crimp iron pin, being the most Westerly corner of Lot 1 A, Altadena Park Resurvey, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 5, Page 111, run in a Northwesterly direction, along the Northeast right of way line of Old Caldwell Mill Road, for a distance of 245.65 feet to an existing crimp iron pin and being the point of beginning of a curve, said curve being concave in a Southwesterly direction and having a



central angle of  $35^{\circ}18'51''$  and a radius of 263.05 feet; thence turn an angle to the left and run in a Northwesterly direction, along the arc of said curve and along the Northeast right of way line of said Old Caldwell Mill Road, for a distance of 162.13 feet, to the point of ending of said curve; thence continue in a Northwesterly direction, along a line tangent to the end of said curve, and along the Northeast right of way line of said Old Caldwell Mill Road, for a distance of 231.58 feet; thence turn an angle to the right of  $31^{\circ}45'$  and run in a Northwesterly direction for a distance of 67.96 feet to a point on the East right of way line of Caldwell Mill Road; thence turn an angle to the right of  $31^{\circ}45'$  and run in a Northerly direction, along the East right of way line of said Caldwell Mill Road, for a distance of 162.68 feet to a point of intersection with a curve, said curve being concave in a Northwesterly direction and having a central angle of  $3^{\circ}36'16''$  and a radius of 2005.22 feet; thence turn an angle to the right ( $59^{\circ}20'24''$  to the chord of said curve) and run in a Northeasterly direction, along the arc of said curve, for a distance of 126.15 feet to a point of reverse curve, said latest curve being concave in a Southerly direction and having a central angle of  $36^{\circ}13'17''$  and a radius of 58.97 feet; thence turn an angle to the right and run in a Northeasterly and Easterly direction, along the arc of said curve, for a distance of 37.28 feet to the point of ending of said curve; thence run in an Easterly direction, along a line tangent to the end of said curve, for a distance of 102.25 feet, to the point of beginning; thence turn an angle to the right of  $63^{\circ}45'02''$  and run in a Southeasterly direction for a distance of 55.01 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of  $91^{\circ}51'45''$  and run in a Northeasterly direction for a distance of 150.88 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of  $94^{\circ}18'35''$  and run in a Northwesterly direction for a distance of 55.20 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of  $82^{\circ}59'55''$  and run in a Southwesterly direction for a distance of 144.88 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of  $90^{\circ}49'45''$  and run in a Southerly direction for a distance of 6.87 feet, more or less to the point of beginning.

Together with a 20' easement for ingress and egress lying 10' on either side of the center line of said easement and said center line being more particularly described as follows:

From an existing crimp iron pin, being the most Westerly corner of Lot 1 A, Altadena Park Resurvey, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 5, Page 111, run in a Northwesterly direction, along the Northeast right of way line of Old Caldwell Mill Road, for a distance of 245.65 feet to an existing crimp iron pin and being the point of beginning of a curve, said curve being concave in a Southwesterly direction and having a central angle of  $35^{\circ}18'51''$  and a radius of 263.05 feet; thence turn an angle to the left and run in a Northwesterly direction, along the arc of said curve and along the Northeast right of way line of said Old Caldwell Mill Road, for a distance of 162.13 feet, to the point of ending of said curve; thence continue in a Northwesterly direction, along a line tangent to the end of said curve, and along the Northeast right of way line of said Old Caldwell Mill Road, for a distance of 231.58 feet; thence turn an angle to the right of  $31^{\circ}45'$  and run in a Northwesterly direction for a distance of 67.96 feet to a point on the East right of way line of Caldwell Mill Road; thence turn an angle to the right of  $31^{\circ}45'$  and run in a Northerly direction, along the East right of way line of said Caldwell Mill Road, for a distance of 162.68 feet to a point of intersection with a curve, being the point of beginning, said curve being concave in a Northwesterly direction and having a central angle of  $3^{\circ}36'16''$  and a radius of 2005.22 feet; thence turn an angle to the right ( $59^{\circ}20'24''$  to the chord of said curve) and run in a Northeasterly direction, along the arc of said curve, for a distance of 126.15 feet to a point of reverse curve, said latest curve being concave in a Southerly direction and having a central angle of  $36^{\circ}13'17''$  and a radius of 58.97 feet; thence turn an angle to the right and run in a Northeasterly and Easterly direction, along the arc of said curve, for a distance of 37.28 feet to the point of ending of said curve; thence run in an Easterly direction, along a line tangent to the end of said curve, for a distance of 102.25 feet, to the point of ending.

Together with an easement running along all existing sanitary sewer lines for construction, operation and maintenance of sanitary sewer.



ALSO BEING DESCRIBED AS:

A Tract of land situated in the NW 114 of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama, said tract being part of Block 2 of Altadena Park, as recorded in Map Book 5, Page 73, part of Lot 1 Butte Woods Ranch Addition to Altadena Valley, as recorded In Map Book 5, Page 1, all recorded in the Probate Office of Shelby County, Alabama, said tract of land more particularly described as follows:

Beginning at a found iron pipe at the Northwest corner of Lot 1 of Altadena Park Resurvey, as recorded In Map Book 5, Page 511 and on the East right of way line of Old Caldwell Mill Road; thence from said Point of

Beginning along said east right of way line the following four (4) courses to wit: (1) N18°39'04"W for 245.79 feet to a found iron pipe; (2) along the arc of a non-radial curve to the left having a radius of 263.05 feet, an arc length of 162.13 feet and being subtended by a chord bearing N36°03'36"W for 159.52 feet to a found iron pin with cap; (3) N53°43'08"W for 231.85 feet to a found iron pin with cap; (4) N21°53'41"W for 67.88 feet to a found iron pin with cap on the East right of way line of Caldwell Mill Road; thence with said East right of way line N08°43'47"E for 425.00 feet to a point; thence S89°44'56"E for 240.00 feet to a point in the Cahaba River; thence SO0°15'04"W for 90.00 feet to a point on the South bank of the Cahaba River; thence along the South bank of the Cahaba River the following three (3) courses to wit: (1) N86°49'15"E for 855.88 feet to a point; (2) along the arc of a non-radial curve to the right having a radius of 400.00 feet, and arc length of 444.56 feet and being subtended by a chord bearing S61°16'05"E for 422.88 feet to a point; (3) S29°21'25"E for 201.71 feet to a point; thence S01°43'10"W for 158.74 feet to a set iron pin, passing a set iron pin at 13.74 feet; thence leaving said South bank N88°16'50"W for 137.41 feet to a set iron pin; thence S03°44'30"W for 170.00 feet to a set iron pin; S28°44'30"W for 125.00 feet to a set iron pin; thence S42°44'30"W for 300.00 feet to a found iron pipe; thence S01°44'30"W for 600.10 feet to a found iron pin with cap at the common corner with Riverwood Sector Seven Subdivision, as recorded in Map Book 9, Page 81; thence S86°16'43"W for 147.69 feet to a found iron pin with cap at the Easterly most corner of Riverwood Sector Two Subdivision, as recorded in Map Book 8, Page 65; thence N34°17'58"W for 332.47 feet to a found iron pin with cap on the on the East line of Riverwood Sector One, as recorded in Map Book 8, Page 49, thence with said Riverwood Sector One the following two (2) courses to wit: (1) N16°12'29"W for 195.00 feet to a set iron pin; (2) S78°49'30"W for 128.13 feet to a set iron pin on the East line of Altadena Park Resurvey as recorded in Map Book 5, Page 511; thence along said East line of said Altadena Park Resurvey the following four (4) courses to wit: (1) (2) N05°44'26"E for 57.79 feet to a found iron pipe; (2) N11°15'20"W for 144.64 feet to a found iron pipe; (3) N17°15'54"W for 149.79 feet to a found magnetic indicator in concrete; (4) S71°36'33"W for 240.00 feet to the Point of Beginning.

LESS AND EXCEPT the following property sold to Novus Utility Services, Inc. in Instrument 2001-14451, in the Probate Office of Shelby County, Alabama: Part of the NW 1/4 of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

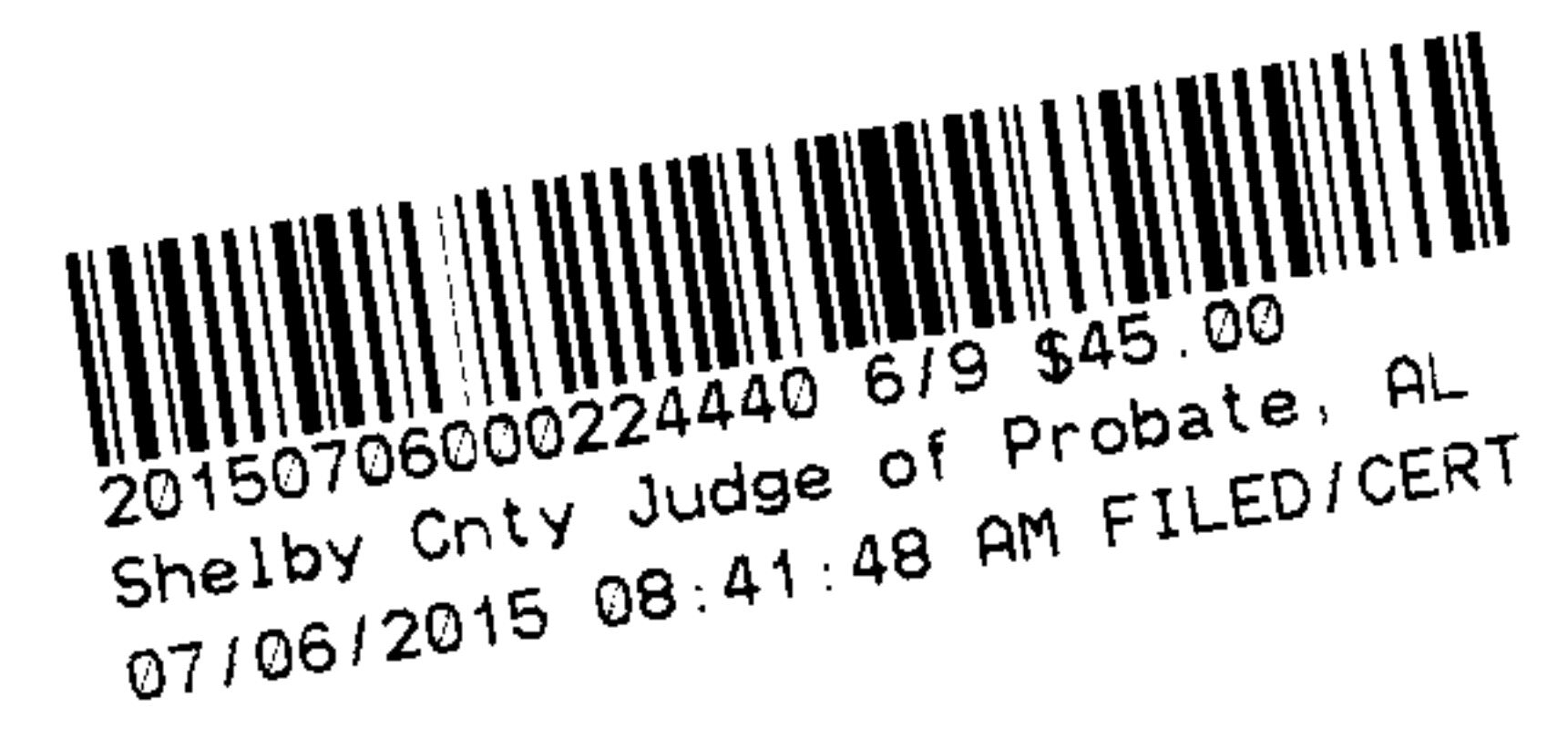
Commencing at a found iron pipe at the Northwest corner of Lot 1 of Altadena Park Resurvey, as recorded In Map Book 5, Page 511 and on the East right of way line of Old Caldwell Mill Road; thence from said Point of Beginning along said east right of way line the following four (4) courses to wit: (1) N18°39'04"W for 245.79 feet to a found iron pipe; (2) along the arc of a non-radial curve to the left having a radius of 263.05 feet, an arc length of 162.13 feet and being subtended by a chord bearing N36°03'36"W for 159.52 feet to a found iron pin with cap; (3) N53°43'08"W for 231.85 feet to a found iron pin with cap; (4) N21°53'41"W for 67.88 feet to a found iron pin with cap on the East right of way line of Caldwell Mill Road; thence with said East right of way line N08°43'47"E for 162.68 feet to a point; thence leaving said East right of way line along the arc of a non-radial curve to the left having a radius of 2005.22 feet, an arc



length of 126.15 feet and being subtended by a chord bearing N68°04'11"E for 126.13 feet to a point' thence along the arc of reverse curvature having a radius of 58.97 feet, an arc length on 37.28 feet and being subtended by a chord bearing N84°22'41"E for 36.66 feet to a point; thence S77°30'40"E for 102.25 feet to the Point of Beginning; thence S13°45'38"E for 55.01 feet to a point; thence N74°22'37"E for 150.88 feet to a point; thence N19°55'58"W for 55.20 feet to a point; thence S77°04'07"W for 144.88 feet to a point; thence S13°45'38"E for 6.87 feet to the Point of Beginning.

Together with a 20' easement for Ingress and egress lying 10' on either side of the center line of said easement and said center line being more particularly described as follows:

Commencing at a found iron pipe at the Northwest corner of Lot 1 of Altadena Park Resurvey, as recorded In Map Book 5, Page 511 and on the East right of way line of Old Caldwell Mill Road; thence from said Point of Beginning along said east right of way line the following four (4) courses to wit: (1) N18°39'04"W for 245.79 feet to a found iron pipe; (2) along the arc of a non-radial curve to the left having a radius of 263.05 feet, an arc length of 162.13 feet and being subtended by a chord bearing N36°03'36"W for 159.52 feet to a found iron pin with cap; (3) N53°43'08"W for 231.85 feet to a found iron pin with cap; (4) N21°53'41"W for 67.88 feet to a found iron pin with cap on the East right of way line of Caldwell Mill Road; thence with said East right of way line N08°43'47"E for 162.68 feet to the Point of Beginning; thence leaving said East right of way line along the arc of a non-radial curve to the left having a radius of 2005.22 feet, an arc length of 126.15 feet and being subtended by a chord bearing N68°04'11"E for 126.13 feet to a point' thence along the arc of reverse curvature having a radius of 58.97 feet, an arc length on 37.28 feet and being subtended by a chord bearing N84°22'41"E for 36.66 feet to a point; thence S77°30'40"E for 102.25 feet to the Point of Terminus.



**FINANCING STATEMENT  
EXHIBIT B**

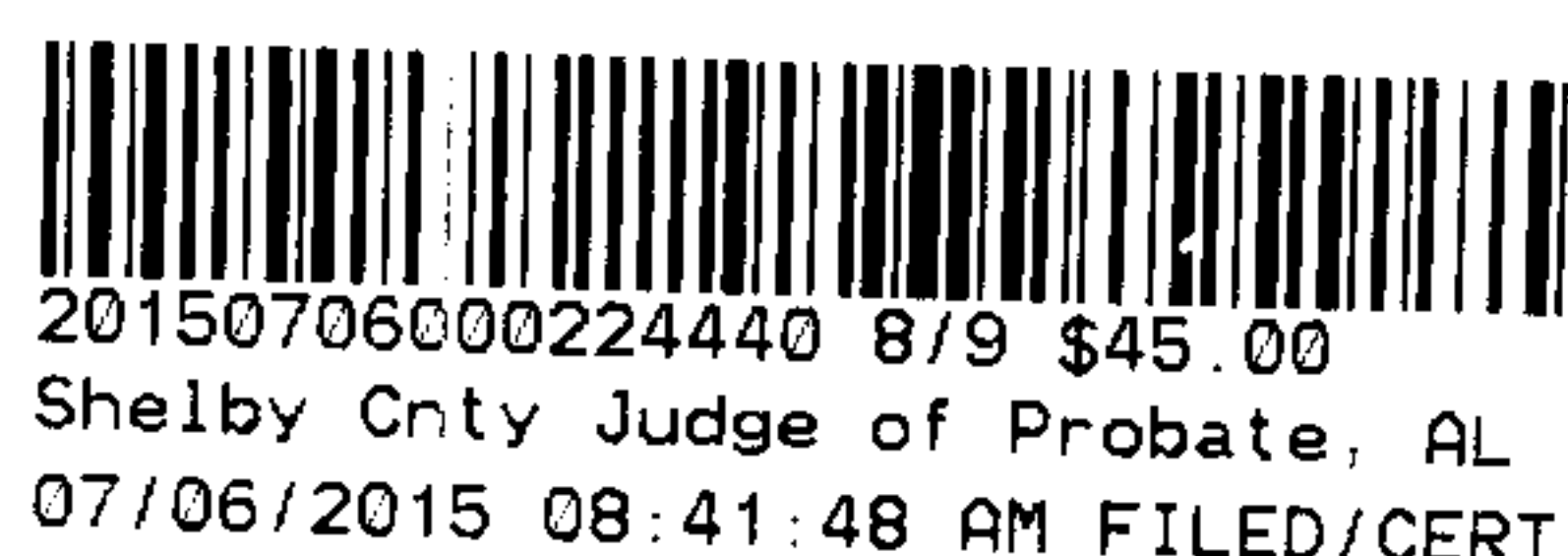
**(Revised 7-17-2014)**

All of Debtor's present and future right, title and interest in and to all of the following:

- (1) **"Fixtures,"** which means all property owned by Debtor which is attached to the real property described in Exhibit A ("**Land**") and/or the improvements located on the Land ("**Improvements**") ("**Property**" means the Land and/or the Improvements) so as to constitute a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators and installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment.
- (2) **"Personalty,"** which means all of the following:
  - (i) Accounts (including deposit accounts) of Debtor related to the Property.
  - (ii) Equipment and inventory owned by Debtor, which are used now or in the future in connection with the ownership, management or operation of the Property or are located on the Property, including furniture, furnishings, machinery, building materials, goods, supplies, tools, books, records (whether in written or electronic form) and computer equipment (hardware and software).
  - (iii) Other tangible personal property owned by Debtor which is used now or in the future in connection with the ownership, management or operation of the Property or is located on the Land or in the Improvements, including ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances (other than Fixtures).
  - (iv) Any operating agreements relating to the Land or the Improvements.
  - (v) Any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements.
  - (vi) All other intangible property, general intangibles and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land and including subsidy or similar payments received from any sources, including a **"Governmental Authority"** (defined as any board, commission, department, agency or body of any municipal, county, state or federal governmental unit, or any subdivision of any of them, that has or acquires jurisdiction over the Property, or the use, operation or improvement of the Property, or over Debtor).



- (vii) Any rights of Debtor in or under any letter of credit required under the terms of the Multifamily Loan and Security Agreement (“**Loan Agreement**”) evidencing and securing the loan secured by this financing statement (“**Loan**”).
- (3) All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights of way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses and appurtenances related to or benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated.
- (4) All proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Property, whether or not Debtor obtained the insurance pursuant to Secured Party’s requirement.
- (5) All awards, payments and other compensation made or to be made by any Governmental Authority with respect to the Land, or if Debtor’s interest in the Land is pursuant to a ground lease, the ground lease and the leasehold estate created by such ground lease (“**Leasehold Estate**”), the Improvements, the Fixtures, the Personalty or any other part of the Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Property under the power of eminent domain or otherwise and including any conveyance in lieu of such a taking.
- (6) All contracts, options and other agreements for the sale of the Land, or the Leasehold Estate, as applicable, the Improvements, the Fixtures, the Personalty or any other part of the Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations.
- (7) All “**Rents**,” which means all rents (whether from residential or non-residential space), revenues and other income of the Land or the Improvements, parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Property, whether now due, past due or to become due, and deposits forfeited by tenants, and, if Debtor is a cooperative housing corporation or association, maintenance fees, charges or assessments payable by shareholders or residents under proprietary leases or occupancy agreements, whether now due, past due or to become due.
- (8) All “**Leases**,” which means all present and future leases, subleases, licenses, concessions or grants or other possessory interests in force now or after the date this financing statement is recorded or filed, whether oral or written, covering or affecting the Property, or any portion of the Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals.
- (9) All earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Property, and all undisbursed proceeds of the Loan.
- (10) All “**Imposition Reserve Deposits**,” which means all amounts deposited by the Debtor in connection with the Loan for (a) hazard insurance premiums or other insurance premiums required by Secured Party, (b) taxes or payments in lieu of taxes, (c) water and sewer charges that could become a lien on the Property, (d) ground rents, and (e) assessments or other charges that could become a lien on the Property.





- (11) All refunds or rebates of Imposition Reserve Deposits by any Governmental Authority or insurance company (other than refunds applicable to periods before the real property tax year in which this financing statement is recorded or filed).
- (12) All tenant security deposits which have not been forfeited by any tenant under any Lease and any bond or other security in lieu of such deposits.
- (13) All names under or by which the Property or any part of it may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Property (subject to the terms of the Loan Agreement).
- (14) All interest rate cap agreements, interest rate swap agreements and other interest rate hedging contracts and agreements, if any (collectively, "**Cap Agreements**"), obtained by Debtor (or obtained by Secured Party in the name of Debtor) pursuant to the Loan Documents (as defined in the Loan Agreement) or as a condition to Secured Party's making the loan that is the subject of such Loan Documents, together with all of the following:
  - (i) Any and all moneys (collectively, "**Cap Payments**") payable from time to time pursuant to any Cap Agreement by the interest rate cap provider or other counterparty to a Cap Agreement, or any guarantor of the obligations of any such cap provider or counterparty ("**Cap Provider**").
  - (ii) All rights of the Debtor under any Cap Agreement, and all rights of the Debtor to all Cap Payments, including contract rights and general intangibles, existing or arising after the date this financing statement is recorded or filed.
  - (iii) All rights, liens and security interests or guarantees existing or following the date this financing statement is recorded, granted by a Cap Provider or any other person to secure or guaranty payment of any Cap Payment.
  - (iv) All documents, writings, books, files, records and other documents arising from or relating to any of the items listed in items 14(i) through (iii), whether existing now or created after the date this financing statement is recorded or filed.
  - (v) All cash and non-cash proceeds and products of any of the items listed in items 14(i) through (iv).
- (15) Reserved.
- (16) All other assets of Debtor, whether now owned or acquired after the date this financing statement is recorded or filed.
- (17) All proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds.

