


STATE OF ALABAMA)
SHELBY COUNTY)

AFTER RECORDING PLEASE RETURN TO:
INSUREPROPS, LLC
4833 S. COBB DRIVE, SUITE 100
SMYRNA, GA 30080


20150826000296450 1/29 \$2490.50
Shelby Cnty Judge of Probate, AL
08/26/2015 09:10:13 AM FILED/CERT

ARC FMMTVAL001, LLC, as mortgagor

to

BARCLAYS BANK PLC,
COLUMN FINANCIAL, INC., and
UBS REAL ESTATE SECURITIES INC.,
collectively, as mortgagee

**MORTGAGE, ASSIGNMENT OF LEASES AND
RENTS, SECURITY AGREEMENT AND FIXTURE
FILING**

Dated: As of August 7, 2015

Location: 3883 Highway 25, Montevallo, Alabama

THIS INSTRUMENT WAS PREPARED BY:

David W. Forti, Esq.
Dechert LLP
Cira Centre
2929 Arch Street
Philadelphia, PA 19104-2808

After Recording, please return to:
Joseph Berry
Stewart Title Guaranty Company
One Washington Mall, Suite 1400
Boston, MA 02108

~~30~~VE.

15-07-0484

**THIS SECURITY INSTRUMENT SECURES INDEBTEDNESS IN THE STATED
PRINCIPAL AMOUNT OF \$655,000,000.00.**

**THIS SECURITY INSTRUMENT SERVES AS A FINANCING STATEMENT FILED AS
A FIXTURE FILING PURSUANT TO SECTION 7-9A-502(c), CODE OF ALABAMA
1975, AS AMENDED.**

21278389.5.BUSINESS

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this “**Security Instrument**”) is made as of this 7th day of August, 2015, by **ARC FMMTVAL001, LLC**, a Delaware limited liability company, having its principal place of business at 106 York Road, Jenkintown, Pennsylvania 19046, as mortgagor (together with its permitted successors and assigns, “**Borrower**”) for the benefit of **BARCLAYS BANK PLC**, having an address at 745 Seventh Avenue, New York, New York 10019 (“**Barclays**”), **COLUMN FINANCIAL, INC.**, having an address at 11 Madison Avenue, New York, New York 10010 (“**Column**”), and **UBS REAL ESTATE SECURITIES INC.**, having an address at 1285 Avenue of the Americas, New York, New York 10019 (“**UBS**”; together with Barclays, Column and each of their respective successors, transferees and/or assigns, collectively, “**Lender**”), as mortgagee. All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement (defined below).

RECITALS:

This Security Instrument is given to Lender to secure a certain loan (the “**Loan**”) advanced pursuant to that certain Loan Agreement dated as of the date hereof among each of the Persons set forth on Schedule I hereto, including Borrower (together with their respective successors and permitted assigns, collectively, the “**Mortgage Loan Borrowers**”), and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), which such Loan is evidenced by, among other things, the Note;

Borrower desires to secure the payment of the outstanding principal amount set forth in, and evidenced by, the Loan Agreement and the Note together with all interest accrued and unpaid thereon and all other sums due to Lender in respect of the Loan under the Note, the Loan Agreement, this Security Instrument or any of the other Loan Documents (collectively, the “**Debt**”) and the performance of all of the obligations due under the Loan Documents; and

This Security Instrument is given pursuant to the Loan Agreement, and payment, fulfillment, and performance of the obligations due thereunder and under the other Loan Documents are secured hereby in accordance with the terms hereof.

Article 1 – GRANTS OF SECURITY

Section 1.1. Property Mortgaged. Borrower does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, transfer, convey and grant, with power of sale, a security interest to Lender and its successors and assigns in and to the following property, rights, interests and estates now owned, or hereafter acquired by Borrower (collectively, the “**Property**”):

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (collectively, the “**Land**”);

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Borrower 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 this Security Instrument;

(c) Intentionally Omitted;

(d) Intentionally Omitted;

(e) Improvements. The buildings, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the “**Improvements**”);

(f) 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 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, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Borrower of, in and to the Land and the Improvements, and every part and parcel thereof, with the appurtenances thereto;

(g) Equipment, Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and furniture and other property of every kind and nature whatsoever in each case owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and/or usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (those portions of the foregoing constituting equipment under applicable Legal Requirements, the “**Equipment**”, those portions of the foregoing constituting personal property under applicable Legal Requirements, the “**Personal Property**”, those portions of the foregoing constituting fixtures under applicable Legal Requirements, the “**Fixtures**” and all of the foregoing, collectively, the “**Equipment, Fixtures and Personal Property**”), including the right, title and interest of Borrower in and to any of the foregoing 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**”), and all proceeds and products of all of the above;

(h) Leases and Rents. All leases, subleases, 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 and/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, whether before or after the filing by or

against Borrower of any petition for relief under any Creditors Rights Laws (collectively, the “**Leases**”) and all right, title and interest of Borrower, 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, subject to the terms of the Loan Documents, all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts (but in no event any Borrower accounts other than the Accounts, or cash or proceeds thereof, and not capital contributions to Borrower), cash, issues, profits, charges for services rendered and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Borrower or its agents or employees from any and all sources arising from or attributable to the Property (or any portion thereof), including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of use and/or occupancy of property and/or rendering of services by Borrower or Manager, if any, and, subject to the terms of the Loan Documents, proceeds, if any, from business interruption or other loss of income insurance in connection with the Land and/or Improvements whether paid or accruing before or after the filing by or against Borrower of any petition for relief under any Creditors Rights Laws (collectively, the “**Rents**”) and, subject to the terms of the Loan Documents, 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) Insurance Proceeds. Subject to the terms of the Loan Documents, all insurance 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 (collectively, the “**Insurance Proceeds**”);

(j) Condemnation Awards. Subject to the terms of the Loan Documents, all condemnation awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of any taking or condemnation, 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 (collectively, the “**Awards**”);

(k) Tax Certiorari. Subject to the terms of the Loan Documents, 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) Rights. The right, in the name and on behalf of Borrower, in accordance with Section 8.4 below, 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 Lender in the Property;

(m) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, whether entered into by Borrower or

Borrower's agent or any manager or administrator of the Property on behalf of Borrower, 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 any business or activity conducted on the Land and any part thereof and all right, title and interest of Borrower therein and thereunder, including, without limitation, the right, upon the happening of any Event of Default hereunder, to receive and collect any sums payable to Borrower thereunder;

(n) Intangibles. 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;

(o) Accounts. The Accounts (as defined in the Loan Agreement) and 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 (collectively, the "**Accounts**");

(p) Proceeds. All proceeds of any of the foregoing items set forth in subsections (a) through (o), including, without limitation, Insurance Proceeds and Awards, whether cash, liquidation claims (or other claims) or otherwise; and

(q) Other Rights. Any and all other rights of Borrower in and to the items set forth in subsections (a) through (p) above.

This Section 1.1 is intended to grant in favor of Lender a first priority continuing lien and security interest in all of the Property.

Section 1.2. ASSIGNMENT OF RENTS. Borrower hereby absolutely and unconditionally assigns to Lender all of Borrower's right, title and interest in and to all current and future Leases and Rents; it being intended by Borrower that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of the Loan Agreement and Section 8.1(h) of this Security Instrument, Lender grants to Borrower a revocable license to (i) collect, receive, use and enjoy the Rents and Borrower shall hold the Rents, or a portion thereof sufficient to discharge all current sums due on the Debt, for use in the payment of such sums, and (ii) enforce the terms of the Leases.

Section 1.3. SECURITY AGREEMENT. This Security Instrument is both a real property mortgage and a "security agreement" within the meaning of the Uniform Commercial Code. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Borrower in the Property. By executing and delivering this Security Instrument, Borrower hereby grants to Lender, as security for the Obligations (hereinafter defined), a security interest in the Personal Property and the other property constituting the Property to the full extent that the Personal Property and such other property constituting the Property may be subject to the Uniform Commercial Code.

Section 1.4. FIXTURE FILING. Certain of the Property is or will become "fixtures" (as that term is defined in the Uniform Commercial Code) on the Land, and this Security Instrument,

upon being filed for record in the real estate records of the city or county wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of said Uniform Commercial Code upon such of the Property that is or may become fixtures.

Section 1.5. CONDITIONS TO GRANT. TO HAVE AND TO HOLD the above granted and described Property unto and to the use and benefit of Lender and its successors and assigns, forever; PROVIDED, HOWEVER, these presents are upon the express condition that, if Lender shall be well and truly paid the Debt at the time and in the manner provided in the Note, the Loan Agreement and this Security Instrument, if Borrower shall well and truly perform the Other Obligations as set forth in this Security Instrument and shall well and truly abide by and comply with each and every covenant and condition set forth herein and in the Note, the Loan Agreement and the other Loan Documents, these presents and the estate hereby granted shall cease, terminate and be void.

Article 2 – DEBT AND OBLIGATIONS SECURED

Section 2.1. DEBT. This Security Instrument and the grants, assignments and transfers made in Article 1 are given for the purpose of securing the Debt.

Section 2.2. OTHER OBLIGATIONS. This Security Instrument and the grants, assignments and transfers made in Article 1 are also given for the purpose of securing the performance of the following (the “**Other Obligations**”): (a) all other obligations of Borrower contained herein; (b) each obligation of Borrower contained in the Loan Agreement and any other Loan Document; and (c) each obligation of Borrower contained in any renewal, extension, amendment, modification, consolidation, change of, or substitution or replacement for, all or any part of the Note, the Loan Agreement or any other Loan Document.

Section 2.3. DEBT AND OTHER OBLIGATIONS. Borrower’s obligations for the payment of the Debt and the performance of the Other Obligations shall be referred to collectively herein as the “**Obligations.**”

Section 2.4. PAYMENT OF DEBT AND PERFORMANCE OF OTHER OBLIGATIONS. Borrower will pay the Debt and perform the Other Obligations at the time and in the manner provided in the Loan Agreement, the Note and this Security Instrument.

Section 2.5. INCORPORATION BY REFERENCE. All the covenants, conditions and agreements contained in (a) the Loan Agreement, (b) the Note and (c) all and any of the other Loan Documents, are hereby made a part of this Security Instrument to the same extent and with the same force as if fully set forth herein.

Article 3 – PROPERTY COVENANTS

Borrower covenants and agrees that:

Section 3.1. INSURANCE. Borrower shall obtain and maintain, or cause to be obtained and maintained, in full force and effect at all times insurance with respect to Borrower and the Property as required pursuant to the Loan Agreement.

Section 3.2. TAXES AND OTHER CHARGES. Borrower shall pay all Taxes and Other Charges as required under, and in accordance with, the Loan Agreement.

Section 3.3. LEASES. Borrower shall not (and shall not permit any other applicable Person to) enter in any Leases for all or any portion of the Property unless in accordance with the provisions of the Loan Agreement.

Section 3.4. WARRANTY OF TITLE. Borrower has good, indefeasible, marketable and insurable title to the Property, subject, in each case, to the Permitted Encumbrances, such other liens as are permitted pursuant to the Loan Documents and the liens created by the Loan Documents, and has the right to mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey the same. Borrower possesses an unencumbered fee simple absolute estate in the Land and the Improvements except for the Permitted Encumbrances, such other liens as are permitted pursuant to the Loan Documents and the liens created by the Loan Documents. This Security Instrument, when properly recorded in the appropriate records, together with any Uniform Commercial Code financing statements required to be filed in connection therewith, will create (a) a valid, perfected first priority lien on the Property, subject only to Permitted Encumbrances and the liens created by the Loan Documents and (b) perfected security interests in and to, and perfected collateral assignments of, all Personal Property and the Leases granted pursuant hereto, all in accordance with the terms thereof, in each case subject only to any applicable Permitted Encumbrances, such other liens as are permitted pursuant to the Loan Documents and the liens created by the Loan Documents. Subject to the foregoing, Borrower shall warrant, defend and preserve the title and the validity and priority of the lien of this Security Instrument and shall warrant and defend the same to Lender against the claims of all Persons whomsoever.

Article 4 – FURTHER ASSURANCES

Section 4.1. COMPLIANCE WITH LOAN AGREEMENT. Borrower shall comply with all covenants set forth in the Loan Agreement relating to acts or other further assurances to be made on the part of Borrower in order to protect and perfect the lien or security interest hereof upon, and in the interest of Lender in, the Property.

Section 4.2. AUTHORIZATION TO FILE FINANCING STATEMENTS; POWER OF ATTORNEY. Borrower hereby authorizes Lender at any time and from time to time to file any initial financing statements, amendments thereto and continuation statements as authorized by applicable law, as applicable to all or part of the Personal Property and as necessary or required in connection herewith. For purposes of such filings, Borrower agrees to furnish any information requested by Lender promptly upon request by Lender. Borrower hereby irrevocably constitutes and appoints Lender and any officer or agent of Lender, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Borrower or in Borrower's own name to execute in Borrower's name any such documents and otherwise to carry out the purposes of this Section 4.2, to the extent that Borrower's authorization above is not sufficient and Borrower fails or refuses to promptly execute such documents. To the extent permitted by law, Borrower hereby ratifies all acts said attorneys-in-fact shall lawfully do or cause to be done in the future consistent with the terms of this Section 4.2. This power of attorney is a power coupled with an interest and shall be irrevocable.

Article 5 – DUE ON SALE/ENCUMBRANCE

Section 5.1. NO SALE/ENCUMBRANCE. Except in accordance with the express terms and conditions contained in the Loan Agreement, Borrower shall not cause or permit a sale, conveyance, mortgage, grant, bargain, encumbrance, pledge, assignment, or grant of any options with respect to, or any other transfer or disposition (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) of a direct or indirect legal or beneficial interest in the Property or any part thereof, Borrower, any constituent owner or other holder of a direct or indirect equity interest in Borrower, any indemnitor or other guarantor of the Loan, any constituent owner or other holder of a direct or indirect equity interest in such indemnitor or guarantor, any manager or operating lessee of the Property that is affiliated with Borrower or any constituent owner or other holder of a direct or indirect equity interest in such manager or such operating lessee.

Article 6 – PREPAYMENT; RELEASE OF PROPERTY

Section 6.1. PREPAYMENT. The Debt may not be prepaid in whole or in part except in strict accordance with the express terms and conditions of the Note and the Loan Agreement.

Section 6.2. RELEASE OF PROPERTY. Borrower shall not be entitled to a release of any portion of the Property from the lien of this Security Instrument except in strict accordance with the express terms and conditions of the Loan Agreement.

Article 7 – DEFAULT

Section 7.1. EVENT OF DEFAULT. The term “**Event of Default**” as used in this Security Instrument shall have the meaning assigned to such term in the Loan Agreement.

Article 8 – RIGHTS AND REMEDIES UPON DEFAULT

Section 8.1. REMEDIES. Upon the occurrence and during the continuance of any Event of Default, Borrower agrees that Lender may take such action, without notice or demand (except as may be required by applicable law), as it deems advisable to protect and enforce its rights against Borrower and in and to the Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Lender may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Lender:

- (a) declare the entire unpaid Debt to be immediately due and payable;
- (b) institute proceedings, judicial or otherwise, for the complete foreclosure of this Security Instrument under any applicable provision of law, in which case the Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;
- (c) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Security Instrument for the portion of the Debt then due and payable, subject to the continuing lien and

security interest of this Security Instrument for the balance of the Debt not then due, unimpaired and without loss of priority;

(d) sell for cash or upon credit the Property or any part thereof and all estate, claim, demand, right, title and interest of Borrower therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law;

(e) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Note, the Loan Agreement or in the other Loan Documents;

(f) recover judgment on the Note either before, during or after any proceedings for the enforcement of this Security Instrument or the other Loan Documents;

(g) seek and obtain the appointment of a receiver, trustee, liquidator or conservator of the Property, without notice and without regard for the adequacy of the security for the Debt and without regard for the solvency of Borrower, any guarantor or indemnitor under the Loan or any other Person liable for the payment of the Debt;

(h) the license granted to Borrower under Section 1.2 hereof shall automatically be revoked and Lender may enter into or upon the Property, either personally or by its agents, nominees or attorneys and dispossess Borrower and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Borrower agrees to surrender possession of the Property and of such books, records and accounts to Lender upon demand, and thereupon Lender may (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat; (ii) complete any construction on the Property in such manner and form as Lender deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Property; (iv) exercise all rights and powers of Borrower with respect to the Property, whether in the name of Borrower or otherwise, including, without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents of the Property and every part thereof; (v) require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be occupied by Borrower; (vi) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise; and (vii) apply the receipts from the Property to the payment of the Debt, in such order, priority and proportions as Lender shall deem appropriate in its sole discretion after deducting therefrom all expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, Other Charges, insurance and other expenses in connection with the Property, as well as just and reasonable compensation for the services of Lender, its counsel, agents and employees;

(i) apply any sums then deposited or held in escrow or otherwise by or on behalf of Lender in accordance with the terms of the Loan Agreement, this Security Instrument or any

other Loan Document to the payment of the following items in any order in its sole discretion: (i) Taxes and Other Charges; (ii) insurance premiums; (iii) interest on the unpaid principal balance of the Debt; and (iv) all other sums payable pursuant to the Note, the Loan Agreement, this Security Instrument and the other Loan Documents, including without limitation advances made by Lender pursuant to the terms of this Security Instrument;

(j) surrender the insurance policies maintained pursuant to the Loan Agreement, collect the unearned insurance premiums for such insurance policies and apply such sums as a credit on the Debt in such priority and proportion as Lender in its discretion shall deem proper, and in connection therewith, Borrower hereby appoints Lender as agent and attorney-in-fact (which is coupled with an interest and is therefore irrevocable) for Borrower to collect such insurance premiums;

(k) apply the undisbursed balance of any deposit made by Borrower with Lender in connection with the restoration of the Property after a casualty thereto or condemnation thereof, together with interest thereon, to the payment of the Debt in such order, priority and proportions as Lender shall deem to be appropriate in its discretion; and/or

(l) pursue such other remedies as Lender may have under applicable law.

In the event of a sale, by foreclosure, power of sale or otherwise, of less than all of the Property, this Security Instrument shall continue as a lien and security interest on the remaining portion of the Property unimpaired and without loss of priority. Notwithstanding the provisions of this Section to the contrary, if any Event of Default as described in Section 10.1(f) of the Loan Agreement shall occur with respect to Borrower or any SPE Component Entity, the entire unpaid Debt shall be automatically due and payable, without any further notice, demand or other action by Lender.

Section 8.2. APPLICATION OF PROCEEDS. Upon the occurrence and during the continuance of any Event of Default, the purchase money, proceeds and avails of any disposition of the Property (or any part thereof) and any other sums collected by Lender pursuant to the Note, this Security Instrument or the other Loan Documents may, in each case, be applied by Lender to the payment of the Debt in such order, priority and proportions as Lender in its sole discretion shall determine.

Section 8.3. RIGHT TO CURE DEFAULTS. Upon the occurrence and during the continuance of any Event of Default, Lender may, but without any obligation to do so and without notice to or demand on Borrower (except as may be required by applicable law) and without releasing Borrower from any obligation hereunder, make any payment or do any act required of Borrower hereunder in such manner and to such extent as Lender may deem necessary to protect the security hereof. Lender is authorized to enter upon the Property for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Property or to foreclose this Security Instrument or collect the Debt, and the cost and expense thereof (including reasonable attorneys' fees to the extent permitted by law), with interest as provided in this Section 8.3, shall constitute a portion of the Debt and shall be due and payable to Lender upon demand. All such costs and expenses incurred by Lender in remedying such Event of Default or such failed payment or act or in appearing in, defending, or bringing any such

action or proceeding shall bear interest at the Default Rate for the period after notice from Lender that such cost or expense was incurred to the date of payment to Lender. All such costs and expenses incurred by Lender together with interest thereon calculated at the Default Rate shall be deemed to constitute a portion of the Debt and be secured by this Security Instrument and the other Loan Documents and shall be immediately due and payable upon demand by Lender therefor.

Section 8.4. ACTIONS AND PROCEEDINGS. Lender has the right to appear in and defend any action or proceeding brought with respect to the Property which affect Lender's security interest in the Property or its rights under the Loan Documents and, after the occurrence and during the continuance of any Event of Default, to bring any action or proceeding, in the name and on behalf of Borrower, which Lender, in its discretion, decides should be brought to protect its interest in the Property.

Section 8.5. RECOVERY OF SUMS REQUIRED TO BE PAID. Subject to the terms of the Loan Agreement, Lender shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Debt as the same become due, without regard to whether or not the balance of the Debt shall be due, and without prejudice to the right of Lender thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Borrower existing at the time such earlier action was commenced.

Section 8.6. OTHER RIGHTS, ETC. (a) The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Security Instrument. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (i) the failure of Lender to comply with any request of Borrower or any guarantor or indemnitor with respect to the Loan to take any action to foreclose this Security Instrument or otherwise enforce any of the provisions hereof or of the Note or the other Loan Documents, (ii) the release, regardless of consideration, of the whole or any part of the Property, or of any Person liable for the Debt or any portion thereof (other than the release of a Borrower by Lender in accordance with the terms and conditions of the Loan Documents), or (iii) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of the Note, this Security Instrument or the other Loan Documents.

(b) It is agreed that the risk of loss or damage to the Property is on Borrower, and Lender shall have no liability whatsoever for decline in the value of the Property, for failure to maintain the insurance policies required to be maintained pursuant to the Loan Agreement, or for failure to determine whether insurance in force is adequate as to the amount of risks insured. Possession by Lender shall not be deemed an election of judicial relief if any such possession is requested or obtained with respect to any Property or collateral not in Lender's possession.

(c) Following the occurrence and during the continuance of an Event of Default, Lender may resort for the payment of the Debt to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Following the occurrence and during the continuance of an Event of Default, Lender may take action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to foreclose this Security Instrument. The rights of Lender under this Security Instrument shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others.

No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Lender shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.

Section 8.7. RIGHT TO RELEASE ANY PORTION OF THE PROPERTY. Upon the occurrence and during the continuance of an Event of Default, Lender may release any portion of the Property for such consideration as Lender may require without, as to the remainder of the Property, in any way impairing or affecting the lien or priority of this Security Instrument, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the obligations hereunder shall have been reduced by the actual monetary consideration, if any, received by Lender for such release, and may accept by assignment, pledge or otherwise any other property in place thereof as Lender may require without being accountable for so doing to any other lienholder. This Security Instrument shall continue as a lien and security interest in the remaining portion of the Property.

Section 8.8. RIGHT OF ENTRY. Subject to the rights of Tenants under their Leases, upon reasonable notice to Borrower, Lender and its agents shall have the right to enter and inspect the Property at all reasonable times.

Section 8.9. BANKRUPTCY. (a) Upon the occurrence and during the continuance of an Event of Default, Lender shall have the right to proceed in its own name or in the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) If there shall be filed by or against Borrower a petition under the Bankruptcy Code and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lender not less than ten (10) days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject the Lease. Lender shall have the right, but not the obligation, to serve upon Borrower within such ten-day period a notice stating that (i) Lender demands that Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon Borrower the notice described in the preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

Section 8.10. INTENTIONALLY OMITTED.

Section 8.11. CROSS-COLLATERALIZATION. In accordance with the terms and conditions of the Loan Agreement, without limitation to any other right or remedy provided to Lender in this Security Instrument or any of the other Loan Documents, Borrower acknowledges and agrees that (a) upon the occurrence of an Event of Default, Lender shall have the right to pursue all of its rights and remedies in one proceeding, or separately and independently in separate

proceedings which Lender, in its sole and absolute discretion, shall determine from time to time; (b) Lender shall not be required to marshal assets, sell any collateral for the Loan in any inverse order of alienation, or be subjected to any "one action" or "election of remedies" law or rule; (c) the exercise by Lender of any remedies against any of the collateral for the Loan shall not impede Lender from subsequently or simultaneously exercising remedies against other collateral for the Loan; (d) all liens and other rights, remedies and privileges provided to Lender in the Loan Documents or otherwise shall remain in full force and effect until either (i) the Debt and Other Obligations have been satisfied in full or (ii) all of the collateral for the Loan has been foreclosed, sold and/or otherwise realized upon in satisfaction of the Loan; and (e) all of the Property shall remain security for the performance of all of Borrower's obligations under the Note and all of Borrower's obligations hereunder and under any of the other Loan Documents to which it is a party. Borrower acknowledges that Borrower shall be jointly and severally liable for the obligations of the Mortgage Loan Borrowers under the Loan Documents, and Borrower consents to the terms and conditions of all of the Loan Documents (including those to which Borrower is not a party).

Article 9 – ENVIRONMENTAL HAZARDS

Section 9.1. ENVIRONMENTAL COVENANTS. Borrower has provided representations, warranties and covenants regarding environmental matters set forth in the Environmental Indemnity and Borrower shall comply with the aforesaid covenants regarding environmental matters.

Article 10 – WAIVERS

Section 10.1. MARSHALLING AND OTHER MATTERS. Borrower hereby waives, to the extent permitted by law, the benefit of all Legal Requirements now or hereafter in force regarding appraisal, valuation, stay, extension, reinstatement and redemption and all rights of marshalling in the event of any sale hereunder of the Property or any part thereof or any interest therein. Further, Borrower hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Security Instrument on behalf of Borrower, and, to the extent permitted by Legal Requirements, on behalf of each and every Person acquiring any interest in or title to the Property subsequent to the date of this Security Instrument and on behalf of all Persons to the extent permitted by Legal Requirements.

Section 10.2. WAIVER OF NOTICE. Borrower shall not be entitled to any notices of any nature whatsoever from Lender except with respect to matters for which this Security Instrument or the Loan Agreement specifically and expressly provides for the giving of notice by Lender to Borrower and except with respect to matters for which Borrower is not permitted by Legal Requirements to waive its right to receive notice, and Borrower hereby expressly waives the right to receive any notice from Lender with respect to any matter for which this Security Instrument or the other Loan Documents does not specifically and expressly provide for the giving of notice by Lender to Borrower.

Section 10.3. INTENTIONALLY OMITTED.

Section 10.4. SOLE DISCRETION OF LENDER. Whenever pursuant to this Security Instrument, Lender exercises any right given to it to approve or disapprove, or any arrangement or term is to be satisfactory to Lender, the decision of Lender to approve or disapprove or to decide whether arrangements or terms are satisfactory or not satisfactory shall (except as is otherwise specifically herein provided) be in the sole (but reasonable) discretion of Lender and shall be final and conclusive (absent manifest error).

Section 10.5. WAIVER OF TRIAL BY JURY. **BORROWER AND LENDER EACH HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER AND LENDER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH OF LENDER AND BORROWER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY BORROWER AND LENDER.**

Section 10.6. WAIVER OF FORECLOSURE DEFENSE. Borrower hereby waives any defense Borrower might assert or have by reason of Lender's failure to make any tenant or lessee of the Property a party defendant in any foreclosure proceeding or action instituted by Lender.

Article 11 – EXCULPATION

Section 11.1. EXCULPATION. The provisions of Article 13 of the Loan Agreement are hereby incorporated by reference into this Security Instrument to the same extent and with the same force as if fully set forth herein.

Article 12 – NOTICES

Section 12.1. NOTICES. All notices or other written communications hereunder shall be delivered in accordance with the applicable terms and conditions of the Loan Agreement.

Article 13 – APPLICABLE LAW

Section 13.1. GOVERNING LAW. The governing law and related provisions contained in Section 17.2 of the Loan Agreement are hereby incorporated by reference as if fully set forth herein.

Section 13.2. PROVISIONS SUBJECT TO APPLICABLE LAW. All rights, powers and remedies provided in this Security Instrument may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Security Instrument invalid,

unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Security Instrument or any application thereof shall be invalid or unenforceable, the remainder of this Security Instrument and any other application of the term shall not be affected thereby.

Article 14 – DEFINITIONS

Section 14.1. GENERAL DEFINITIONS. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Security Instrument may be used interchangeably in singular or plural form and the word “Borrower” shall mean “each Borrower and any subsequent owner or owners of the Property or any part thereof or any interest therein,” the word “Lender” shall mean “Lender and any of Lender’s successors and assigns,” the word “Note” shall mean “the Note and any other evidence of indebtedness secured by this Security Instrument,” the word “Property” shall include any portion of the Property and any interest therein, and the phrases “attorneys’ fees”, “legal fees” and “counsel fees” shall include any and all attorneys’, paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder.

Article 15 – MISCELLANEOUS PROVISIONS

Section 15.1. NO ORAL CHANGE. This Security Instrument, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 15.2. SUCCESSORS AND ASSIGNS. This Security Instrument shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns forever.

Section 15.3. INAPPLICABLE PROVISIONS. If any term, covenant or condition of the Loan Agreement, the Note or this Security Instrument is held to be invalid, illegal or unenforceable in any respect, the Loan Agreement, the Note and this Security Instrument shall be construed without such provision.

Section 15.4. HEADINGS, ETC. The headings and captions of various Sections of this Security Instrument are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 15.5. NUMBER AND GENDER. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 15.6. ENTIRE AGREEMENT. This Security Instrument and the other Loan Documents contain the entire agreement of the parties hereto and thereto in respect of the transactions contemplated hereby and thereby, and all prior agreements among or between such

parties, whether oral or written, are superseded by the terms of this Security Instrument and the other Loan Documents.

Section 15.7. LIMITATION ON LENDER'S RESPONSIBILITY. No provision of this Security Instrument shall operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other Person, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession."

Section 15.8. JOINT AND SEVERAL LIABILITY. If more than one Person shall constitute Borrower, all of the obligations of Borrower arising hereunder shall be jointly and severally binding on each of the undersigned, and their respective successors and assigns, and the term "Borrower" shall mean all of such Persons and each of them individually.

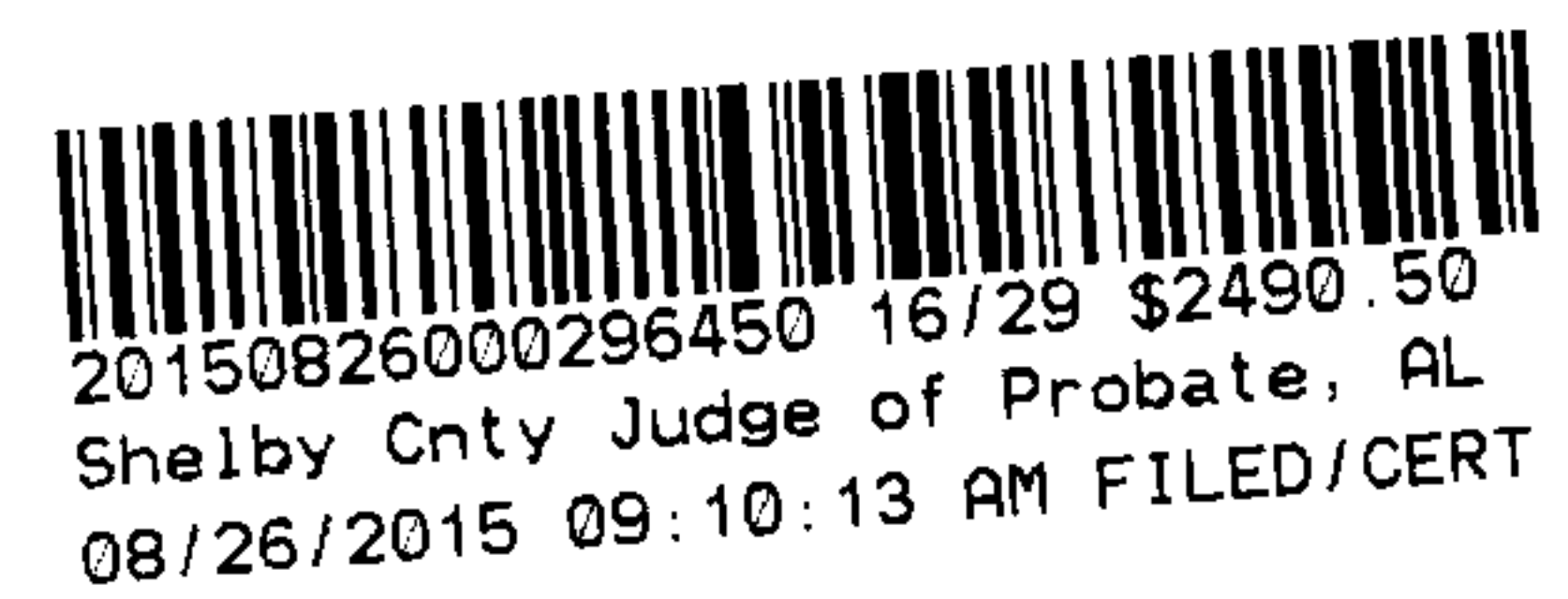
Article 16 – INTENTIONALLY OMITTED

Article 17 – INTENTIONALLY OMITTED

Article 18 – STATE-SPECIFIC PROVISIONS

Section 18.1. PRINCIPLES OF CONSTRUCTION. In the event of any inconsistencies between the terms and conditions of this Article 18 and the other terms and conditions of this Security Instrument, the terms and conditions of this Article 18 shall control and be binding.

Section 18.2. POWER OF SALE. In addition to the rights and remedies set forth in Article 8 hereof, if an Event of Default exists, this Security Instrument shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages, and Lender shall be authorized, at its option, whether or not possession of the Property is taken, to sell the Property (or such part or parts thereof as Lender may from time to time elect to sell) under the power of sale which is hereby given to Lender, at public outcry, to the highest bidder for cash, at the front or main door of the courthouse of the county in which the Land to be sold, or a substantial and material part thereof, is located, after first giving notice by publication once a week for three successive weeks of the time, place and terms of such sale, together with a description of the Property to be sold, by publication in some newspaper published in the county or counties in which the Land to be sold is located. If there is Land to be sold in more than one county, publication shall be made in all counties where the Land to be sold is located, but if no newspaper is published in any such county, the notice shall be published in a newspaper published in an adjoining county for three successive weeks. The sale shall be held sometime during the applicable legal hours of sale on the day designated for the exercise of the power of sale hereunder. Lender may bid at any sale held under this Security Instrument in the form of cash, cash equivalents and/or cancellation of all or any part of the Obligations, or any combination thereof, and may purchase the Property, or any part thereof, if the highest bidder therefor. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. At any sale all or any part of the Property, real, personal or



mixed, may be offered for sale in parcels or en masse for one total price, and the proceeds of any such sale en masse shall be accounted for in one account without distinction between the items included therein and without assigning to them any proportion of such proceeds, Borrower hereby waiving the application of any doctrine of marshalling or like proceeding. In case Lender, in the exercise of the power of sale herein given, elects to sell the Property in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Property not previously sold shall have been sold or all the Obligations shall have been paid in full and this Security Instrument shall have been terminated as provided herein.

Section 18.3. FORECLOSURE DEEDS. To the extent permitted by applicable law, Borrower hereby authorizes and empowers Lender, or any person conducting the sale for Lender, at any foreclosure sale had hereunder, for and in the name of Borrower, to execute and deliver to the purchaser or purchasers of any of the Property sold at foreclosure good and sufficient deeds of conveyance or bills of sale thereto.

Section 18.4. MULTIPLE SALES. If an Event of Default exists, Lender shall have the option to proceed with foreclosure, either through the courts or by power of sale as provided for in this Security Instrument, but without declaring the whole Obligations due. Any such sale may be made subject to the unmatured part of the Obligations, and such sale, if so made, shall not affect the unmatured part of the Obligations, but as to such unmatured part of the Obligations this Security Instrument shall remain in full force and effect as though no sale had been made under this Article 18. Several sales may be made hereunder without exhausting the right of sale for any remaining part of the Obligations, whether then matured or unmatured, the purpose hereof being to provide for a foreclosure and sale of the Property for any matured part of the Obligations without exhausting the power of foreclosure and the power to sell the Property for any other part of the Obligations, whether matured at the time or subsequently maturing.


Section 18.5. PREREQUISITES OF SALES. In case of any sale of the Property as authorized by Section 18.2, all prerequisites to such sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the nonpayment of any of the Obligations or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as rebuttably presumptive evidence that the facts so stated or recited are true.

Section 18.6. AMENDED PROVISIONS. Section 3.4 of this Security Instrument is hereby amended by deleting at the beginning thereof the text "Borrower has good, indefeasible, marketable and insurable title" and by inserting in lieu thereof the following text "Borrower has and is seized of good, indefeasible, marketable and insurable title".

Section 18.7. ADDITIONAL FIXTURE FILING LANGUAGE. This Security Instrument shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included in the Property and is to be filed and recorded in, among other places, the real estate records of the county where the Property is located. For this purpose the following information is included: The Property is described by item or type in Section 1.1. Borrower is the debtor and Lender is the secured party. The names of the debtor (Borrower) and the secured party (Lender) are given in the first paragraph of this Security Instrument. The mailing addresses of Lender set out in the

first paragraph hereof are addresses of the secured party from which information concerning the security interest may be obtained. The mailing address of the Borrower set out in the first paragraph hereof is a mailing address for the debtor. A statement indicating the types, or describing the items, of collateral is set forth in Section 1.1 and in this Section 18.7. The real estate to which the goods are or are to be affixed is described in Exhibit A.

[NO FURTHER TEXT ON THIS PAGE]

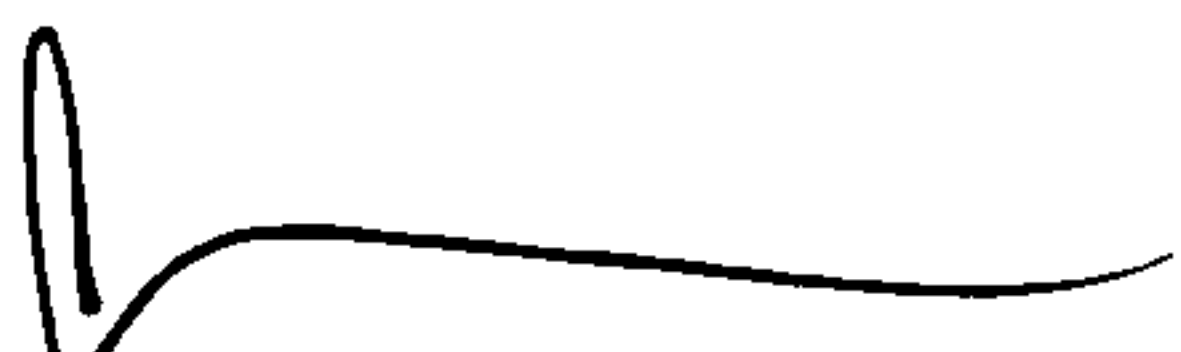



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Shelby Cnty Judge of Probate, AL
08/26/2015 09:10:13 AM FILED/CERT

IN WITNESS WHEREOF, THIS SECURITY INSTRUMENT has been executed by the undersigned as of the day and year first above written, although actually executed on the date set forth in the acknowledgment below.

BORROWER:

ARC FMMTVAL001, LLC, a Delaware limited liability company

By: 
Name: O. Akomea Poku-Kankam
Title: Authorized Signatory


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ACKNOWLEDGMENT

STATE OF North Carolina
COUNTY OF Mecklenburg) ss.:

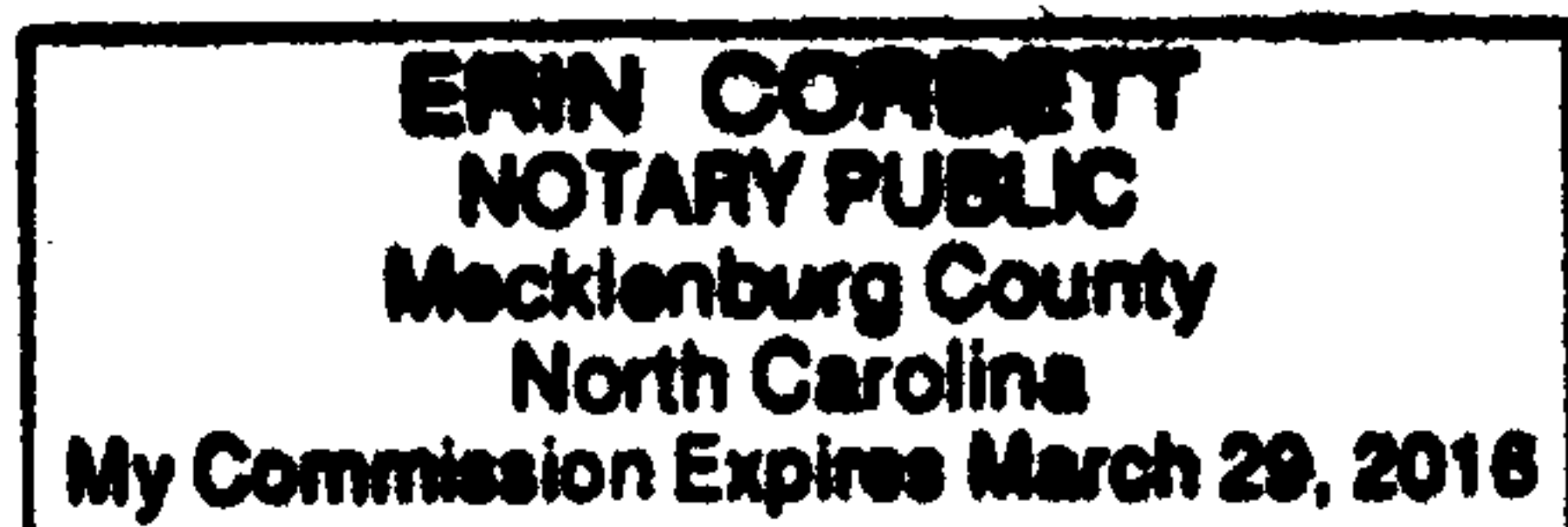
I, Erin Corbett, a Notary Public in and for said County in said State, hereby certify that O. Akomea Poku-Kankam, whose name as Authorized Signatory of ARC FMMTVAL001, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such Authorized Signatory and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal, this 24th day of July, 2015.

Erin Corbett
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires: 3/29/2016



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EXHIBIT A


LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 3 AND A PORTION OF LOT 4 IN BLOCK 1 OF THE WEST MANOR ADDITION TO THE TOWN OF MONTEVALLO MAP BOOK 3, PAGE 60 AS RECORDED IN THE OFFICE OF THE PROBATE JUDGE OF SHELBY COUNTY, ALABAMA. SITUATED IN THE SE 1/4 OF THE NE 1/4 AND IN THE NE 1/4 OF THE SE 1/4, SECTION 4, TOWNSHIP 24 NORTH, RANGE 12 EAST, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 50.05 FEET SW OF THE EAST MOST CORNER OF SAID LOT 3, SAID POINT ALSO BEING ON THE WEST RIGHT OF WAY OF ALABAMA STATE HIGHWAY 25. FROM SAID POINT OF BEGINNING, CONTINUE IN A SOUTHWESTERLY DIRECTION ALONG SAID WEST RIGHT OF WAY FOR A DISTANCE OF 135.15 FEET; THENCE DEFLECTION ANGLE RIGHT 92 DEGREES 39 MINUTES 32 SECONDS FOR A DISTANCE OF 387.69 FEET; THENCE DEFLECTION ANGLE RIGHT 122 DEGREES 11 MINUTES 30 SECONDS FOR A DISTANCE OF 159.52 FEET; THENCE DEFLECTION ANGLE RIGHT 57 DEGREES 48 MINUTES 30 SECONDS FOR A DISTANCE OF 296.44 FEET TO THE POINT OF BEGINNING.

NOW KNOWN AS:

LOT 3B, ACCORDING TO THE SURVEY OF YANCEY & SONS, LLC, AS RECORDED IN MAP BOOK 40, PAGE 131 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.


TAX PARCEL NO.: 36-2-04-4-001-004.002


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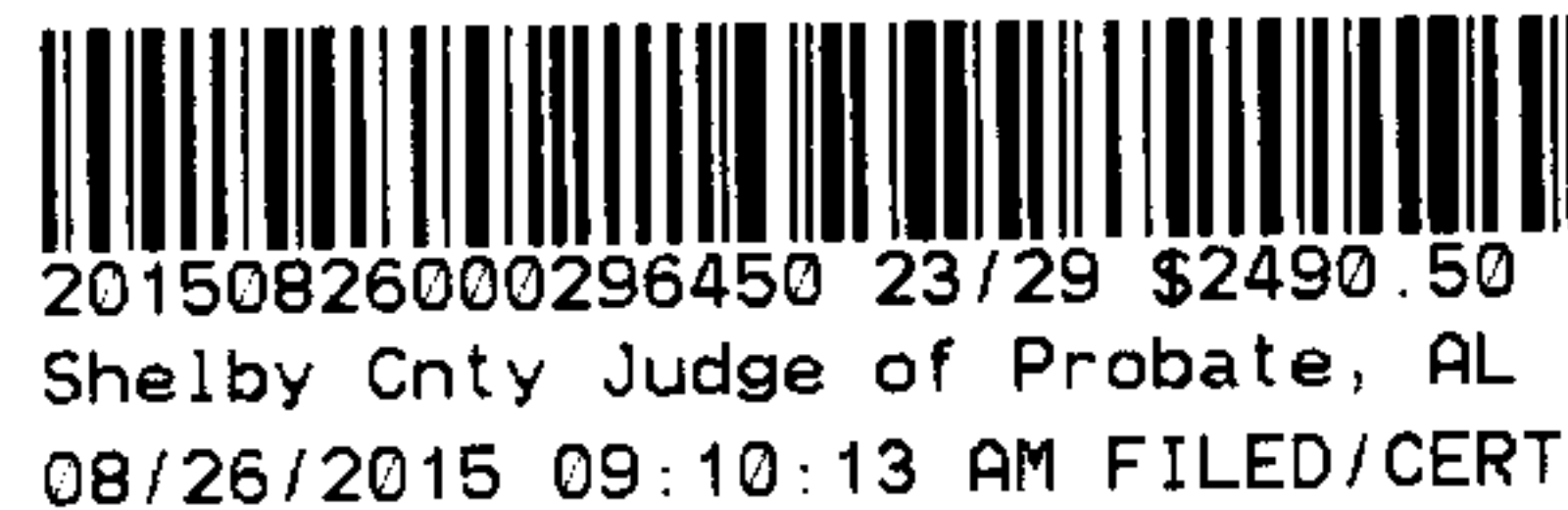
SCHEDULE I

MORTGAGE LOAN BORROWERS

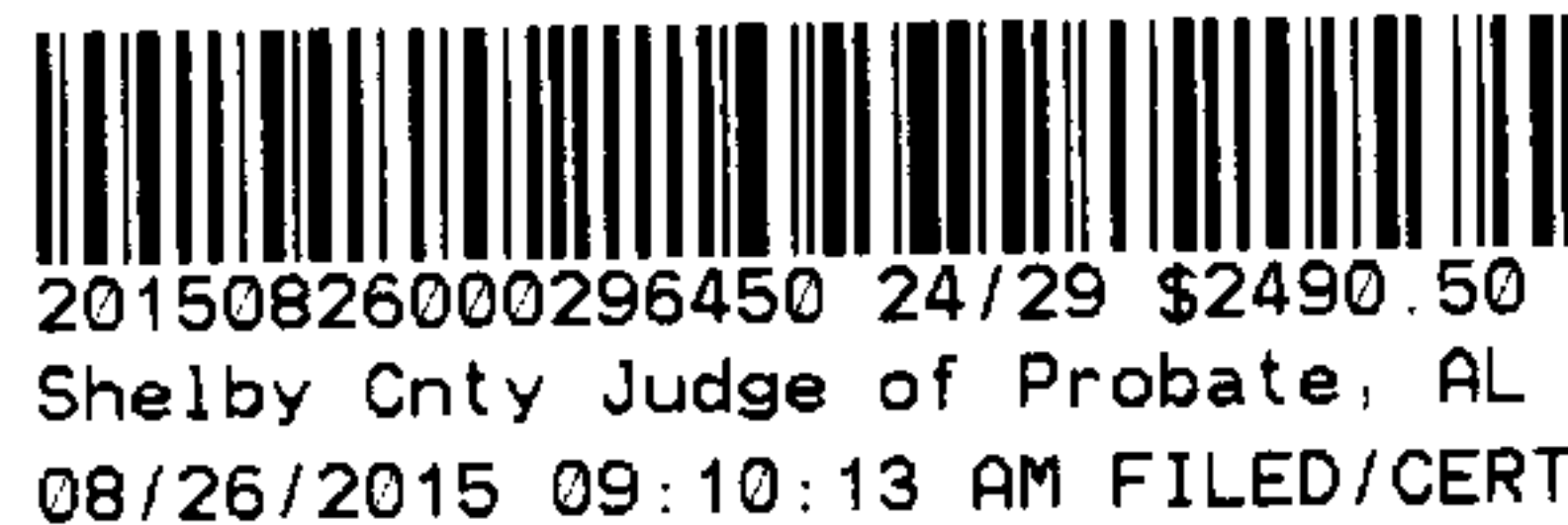
1. ARC AAANGIN001, LLC
2. ARC AABNLFL001, LLC
3. ARC AATNTMA001, LLC
4. ARC AAWSNGA001, LLC
5. ARC ABHNDMS001, LLC
6. ARC AMWNRKY001, LLC
7. ARC ARERIPA001, LLC
8. ARC ARVIRMN001, LLC
9. ARC ASCGRMO001, LLC
10. ARC AZCROMI001, LLC
11. ARC AZCTOLA001, LLC
12. ARC AZTMPGA001, LLC
13. ARC BFFTMFL001, LLC
14. ARC BKMST41001, LLC
15. ARC CBDTNPA001, LLC
16. ARC CBLDLPA001, LLC
17. ARC CBLMAPA001, LLC
18. ARC CBPHLPA001, LLC
19. ARC CBPHLPA002, LLC
20. ARC CBPHLPA003, LLC
21. ARC CBPHLPA004, LLC
22. ARC CBRBRPA001, LLC
23. ARC CBWNEPA001, LLC
24. ARC CHLKJTX001, LLC
25. ARC CHVCTTX001, LLC
26. ARC CKMST19001, LLC
27. ARC CVANSAL001, LLC
28. ARC CVDETM001, LLC
29. ARC CVHYKMA001, LLC
30. ARC DB5PROP001, LLC
31. ARC DGATHMI001, LLC
32. ARC DGBGLLA001, LLC
33. ARC DGBKHMS001, LLC
34. ARC DGBNBGA001, LLC
35. ARC DGCHEOK001, LLC
36. ARC DGCMBMS001, LLC
37. ARC DGDNDLA001, LLC
38. ARC DGDVLLA001, LLC
39. ARC DGFHLLA001, LLC
40. ARC DGFLRMI001, LLC
41. ARC DGFRTMS001, LLC
42. ARC DGFTSAR001, LLC


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43. ARC DGGNWLA001, LLC
44. ARC DGGSBVA001, LLC
45. ARC DGGVLMS002, LLC
46. ARC DGHBKLA001, LLC
47. ARC DGHDNMI001, LLC
48. ARC DGHTGWV001, LLC
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50. ARC DGLAFTN001, LLC
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78. ARC FDOCYLA001, LLC
79. ARC FDPLSTX001, LLC
80. ARC FDWLDCO001, LLC
81. ARC FEBSMND001, LLC
82. ARC FECNBIA001, LLC
83. ARC FELELMS001, LLC
84. ARC FEWTNSD001, LLC
85. ARC FLCLTNC001, LLC
86. ARC FMMTCNJ001, LLC
87. ARC FMMTVAL001, LLC
88. ARC FMSNHPA001, LLC



89. ARC HR5BEIL001, LLC
90. ARC HR5BIAL001, LLC
91. ARC HR5BPMN001, LLC
92. ARC HR5CSAL001, LLC
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95. ARC HR5DOGA001, LLC
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97. ARC HR5GANC001, LLC
98. ARC HR5GASC001, LLC
99. ARC HR5GAVA001, LLC
100. ARC HR5GBNC001, LLC
101. ARC HR5GRSC001, LLC
102. ARC HR5HASC001, LLC
103. ARC HR5HOTX001, LP
104. ARC HR5HOWI001, LLC
105. ARC HR5HPNY001, LLC
106. ARC HR5MSSE001, LLC
107. ARC HR5NCTN001, LLC
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111. ARC HR5SLUT001, LLC
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113. ARC HR5VAGA001, LLC
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117. ARC LWAKNSC001, LLC
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132. ARC NTSNTTX001, LLC
133. ARC ORMNTWI001, LLC
134. ARC TKLWSFL001, LLC



- 135. ARC TPEGPTX001, LLC
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- 141. ARC WGGLTWY001, LLC
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- 144. ARC WGPNDAR001, LLC
- 145. ARC WGTRGA001, LLC
- 146. ARC WGWFDMI001, LLC



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EXHIBIT "B"

RECORDING TAX ORDER

STATE OF ALABAMA §

MONTGOMERY COUNTY§

**A proceeding authorized
by § 40-22-2(8),
Code of Alabama (1975)**

BEFORE THE ALABAMA DEPARTMENT OF REVENUE,

Come the Petitioners, Petitioner(s), **ARC CVANSAL001, LLC; ARC FMMTVAL001, LLC; ARC HR5BIAL001, LLC; ARC MFFNCAL001, LLC; ARC DB5PROP001, LLC; and ARC HR5CSAL001, LLC** (each of **ARC CVANSAL001, LLC; ARC FMMTVAL001, LLC; ARC HR5BIAL001, LLC; ARC MFFNCAL001, LLC; ARC DB5PROP001, LLC; and ARC HR5CSAL001, LLC** are individually an "Alabama Mortgagor" and "Petitioner" and collectively are the "Alabama Mortgagors" and "Petitioners"), and pursuant to their petition (the "Petition") filed with the Department of Revenue, have asked the Department of Revenue to fix and determine the amount of mortgage recording privilege tax due pursuant to §40-22-2(8), Code of Alabama (1975), as amended, in connection with the recordation of a **Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing** by each Alabama Mortgagor ("Mortgage") in favor of **BARCLAYS BANK PLC, COLUMN FINANCIAL, INC., and UBS REAL ESTATE SECURITIES INC.** (individually a "Mortgagee" and collectively the "Mortgagees").

Upon consideration of the Petition and evidence offered in support thereof, the Alabama Department of Revenue finds as follows:

1. Alabama Mortgagors and certain of their affiliates (the "Affiliates") intend to enter into a certain **Loan Agreement** (the "Loan Agreement") with Mortgagee.
2. In order to secure the obligations of the Alabama Mortgagors and Affiliates under the Loan Agreement, Alabama Mortgagors will each execute a Mortgage encumbering certain real property located in the following counties:

Calhoun County, Alabama (Mortgage by **ARC CVANSAL001, LLC**)

Shelby County, Alabama (Mortgage by **ARC FMMTVAL001, LLC**)

Jefferson County, Alabama (Mortgage by **ARC HR5BIAL001, LLC**)

Lauderdale County, Alabama (Mortgage by **ARC MFFNCAL001, LLC**)

Baldwin County, Alabama (Mortgage by **ARC DB5PROP001, LLC**)

Baldwin County, Alabama (Mortgage by **ARC DB5PROP001, LLC**)

Jefferson County, Alabama (Mortgage by **ARC HR5CSAL001, LLC**)

Said real property is more particularly described in the respective Mortgages. Each Mortgage will be recorded in the applicable Office of the Judge of Probate. The real property described in the Mortgages, together with all of the buildings, improvements, structures and fixtures now or subsequently located thereon and all other collateral described therein located in Alabama, is collectively referred to as the "Alabama Real Estate Collateral."

3. The total maximum principal indebtedness secured by the Mortgages is SEVENTY-THREE MILLION EIGHT HUNDRED THIRTY-NINE THOUSAND FIVE HUNDRED and No/100 Dollars (\$73,839,500.00) (the "Secured Principal Indebtedness").

4. In addition to the Alabama Real Estate Collateral described in the Mortgages, the Secured Principal Indebtedness is secured with additional property not described in the Mortgages, including real and personal property located outside the State of Alabama.

5. The total value of all property located both inside and outside of the State of Alabama, and given as security for the Secured Principal Indebtedness secured by the Mortgages, is **\$1,000,000,000.00**.

6. The value of the Alabama Real Estate Collateral described in the Mortgages is no more than \$105,485,000.00. The Alabama Real Estate Collateral values are further allocable across the Alabama Counties as follows:


Calhoun County, Alabama	\$3,310,000.00
Shelby County, Alabama	\$2,275,000.00
Jefferson County, Alabama	\$92,800,000.00
Lauderdale County, Alabama	\$2,500,000.00
Baldwin County, Alabama	\$4,600,000.00

Total Value of Alabama Real Estate Collateral:

\$105,485,000.00

7. Based on the foregoing valuations, the percentage of the total collateral located in each Alabama county securing the Secured Principal Indebtedness is as follows:

Calhoun County, Alabama	3.14%
Shelby County, Alabama	2.16%
Jefferson County, Alabama	87.97%
Lauderdale County, Alabama	2.37%


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Baldwin County, Alabama 4.36%

8. Therefore, the amount of the Secured Principal Indebtedness allocable to the State of Alabama pursuant to Section 40-22-2(8) is allocable across the Alabama Counties as follows:

Calhoun County, Alabama \$2,318,560.30

Shelby County, Alabama \$1,594,933.20

Jefferson County, Alabama \$64,956,608.15

Lauderdale County, Alabama \$1,749,996.15

Baldwin County, Alabama \$3,219,402.20

Total Secured Principal Indebtedness
allocable to the State of Alabama: \$73,839,500.00

9. The amount of recording privilege tax upon the Mortgages which is attributable to the Alabama Real Estate Collateral is \$110,759.25. Such amount of tax is allocable across the Alabama Counties as follows:

Calhoun County, Alabama \$3,477.84

Shelby County, Alabama \$2,392.40


Jefferson County, Alabama \$97,434.91

Lauderdale County, Alabama \$2,625.00

Baldwin County, Alabama \$4,829.10

Total Recording Tax: \$110,759.25

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IT IS ORDERED, THEREFORE, that the Probate Judges in Calhoun, Shelby, Jefferson, Lauderdale, and Baldwin Counties shall accept the respective Mortgages for recording from Mortgagee and Petitioners upon payment of privilege recording tax in the respective amounts set forth above.

DONE this 27th day of July, 2015.

ALABAMA DEPARTMENT OF REVENUE

BY: Michael E. Mason
Print Name: MICHAEL E. MASON
Its ASST. COMMISSIONER OF REV.

ATTEST:

LEGAL DIVISION:

BY: [Signature]
Print Name: MICHAEL D. GAMBLE
Its SECRETARY

BY: [Signature]
Print Name: KELIZABETH JEAL
Its LEGAL DIVISION



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