

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Damon P. Denney, Esq. (205) 251-3000
B. E-MAIL CONTACT AT FILER (optional) ddenney@burr.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Damon P. Denney, Esq. Burr & Forman LLP 420 North 20th Street Suite 3400 Birmingham, Alabama 35203



20161221000465890 1/14 \$56.00
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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 201 OFFICE PARK, LLC			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 880 Montclair Road, Suite 250		CITY Birmingham	STATE AL	POSTAL CODE 35213
			COUNTRY 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 IBERIABANK			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 2340 Woodcrest Place		CITY Birmingham	STATE AL	POSTAL CODE 35209
				COUNTRY USA

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

The collateral is more particularly described on Exhibit B attached hereto and made a part hereof.

The real property described in Exhibit B is more particularly described in Exhibit A attached hereto and made a part hereof.

This instrument is filed as additional collateral for that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded in Instrument #20161114000418700 in the Office of the Judge of Probate of Shelby County, Alabama.

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: 22530-25 Shelby County, AL Fixture Filing	

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

201 OFFICE PARK, LLC

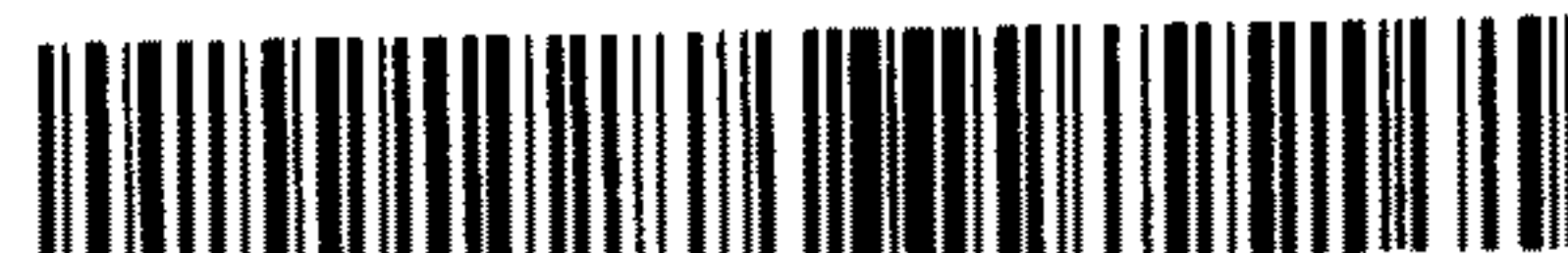
OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX



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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

FIRST AVENUE DESIGN STUDIO, LLC

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

880 Montclair Road, Suite 250

CITY

Birmingham

STATE

AL

POSTAL CODE

35213

COUNTRY

USA

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

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

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

14. This FINANCING STATEMENT:

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

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

**201 Office Park, LLC as to the property described in Exhibit A-1;
First Avenue Design Studio, LLC as to the property described in Exhibit A-2;
Doug Baker Center, LLC as to the property described in Exhibit A-3;
1805 McCain, LLC as to the property described in Exhibits A-4 and A-5**

16. Description of real estate:

See Exhibit A attached hereto and made a part hereof.

17. MISCELLANEOUS:

UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS

18. 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 ☐

18a. ORGANIZATION'S NAME

201 OFFICE PARK, LLC

OR

18b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX



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19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 19b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

19a. ORGANIZATION'S NAME

DOUG BAKER CENTER, LLC

OR

19b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

19c. MAILING ADDRESS

880 Montclair Road, Suite 250

CITY

Birmingham

STATE

AL

POSTAL CODE

35213

COUNTRY

USA

20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

20a. ORGANIZATION'S NAME

1805 MCCAIN, LLC

OR

20b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

20c. MAILING ADDRESS

880 Montclair Road, Suite 250

CITY

Birmingham

STATE

AL

POSTAL CODE

35213

COUNTRY

USA

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME

OR

21b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

21c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

22. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a. ORGANIZATION'S NAME

OR

22b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

22c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

23. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME

OR

23b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

23c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

24. MISCELLANEOUS:

EXHIBIT A

**TO UCC FINANCING STATEMENT
BY 201 OFFICE PARK, LLC, FIRST AVENUE DESIGN STUDIO, LLC,
DOUG BAKER CENTER, LLC, AND 1805 MCCAIN, LLC,
AS DEBTOR,
AND
IBERIABANK, AS SECURED PARTY**

LEGAL DESCRIPTION

(SEE ATTACHED)



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Exhibit A

EXHIBIT A-1
Office Park Legal

Lot 1, according to the Survey of First Addition to Office Park, as recorded in Map Book 80, Page 45, in the Probate Office of Jefferson County, Alabama, Birmingham Division.



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Exhibit A-1

EXHIBIT A-2
First Avenue Legal

Lot 1, according to the Lakeview Land Resurvey Number 2, a Non-Residential Subdivision, as recorded in Map Book 216, Page 17, in the Probate Office of Jefferson County, Alabama.



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Exhibit A-2

EXHIBIT A-3
Doug Baker Center Legal

Lot 3 of The Village at Lee Branch Sector 1 – Phase 2, as recorded in Map Book 33, page 58, being a re-subdivision of Lot 5A of The Village at Lee Branch Sector 1 – Revision 1 as recorded in Map Book 31, pages 130A & 130B, in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Commence at an iron pin found at the Northeast corner of the Northeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed South 88° 49' 06" West along the North line of said Northeast quarter of Southwest quarter for 66.55 feet to the Southwest corner of Lot 2 of "THE VILLAGE AT LEE BRANCH, SECTOR 1, REVISION 1" as recorded in Map Book 31, pages 43A and 43B in the Office of The Probate Judge, Shelby County, Alabama; thence proceed North 01° 10' 54" West along the West line of said Lot 2 for 119.95 feet to the Southeast corner of Lot 3A of "A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH" as recorded in Map Book 31, pages 130A and 130B in the Office of the Judge of Probate, Shelby County, Alabama; thence proceed South 89° 04' 30" West along the South line of said Lot 3A for 180.92 feet to a point; thence proceed North 56° 26' 42" West along the Southwest line of said Lot 3A for 93.23 feet to a point of the Southerly right of way margin of Doug Baker Boulevard; thence proceed South 33° 33' 18" West along said Southerly right of way margin for 84.38 feet to a point at the beginning of a curve to the right, said curve being tangent to the last described course and having a central angle of 26° 21' 14", a radius of 537.50 feet and a chord which bears South 46° 43' 54" West for 245.06 feet; thence proceed Southwesterly along said Southerly right of way margin and along the arc of said curve for 247.23 feet to the POINT OF BEGINNING of the herein described parcel; thence leaving said Southerly right of way margin of Doug Baker Boulevard, proceed South 31° 05' 10" East for 30.50 feet to a point; thence proceed South 38° 02' 48" East for 32.43 feet to a point; thence proceed South 40° 50' 32" East for 119.19 feet to a point; thence proceed North 49° 09' 28" East for 66.50 feet to a point at the beginning of a curve to the right, said curve being tangent to the last described course and having a central angle of 90° 00' 00", a radius of 4.50 feet and a chord which bears South 85° 50' 32" East for 6.36 feet; thence proceed Easterly along the arc of said curve for 7.07 feet to the end of said curve; thence proceed South 40° 50' 32" East and tangent to the last described curve for 16.00 feet to a point; thence proceed North 49° 09' 28" East for 124.46 feet to a point at the beginning of a curve to the right, said curve being non-tangent to the last described course and having a central angel of 04° 24' 48", a radius of 560.10 feet and a chord which bears North 32° 11' 48" East for 43.13 feet; thence proceed Northeasterly along the arc of said curve for 43.14 feet to a point at the beginning of a curve to the left, said curve being non-tangent to the last described curve and having a central angel of 78° 01' 30", a radius of 99.53 feet and a chord which bears North 05° 13' 13" West for 125.30 feet; thence proceed Northerly along the arc of said curve for 135.53 feet to the end of said curve; thence proceed North 46° 33' 26" West and non-tangent to the last described curve for 15.10 feet to a point at the beginning of a curve to the left; said curve being non-tangent to the last described course and having a central angle of 08° 13' 03", a radius of 211.21 feet and a chord which bears North 52° 19' 56" West for 30.27 feet; thence proceed Northwesterly along the arc of said curve for 30.29 feet to the end of said curve; thence proceed North 56° 26' 42" West and tangent to the last described curve for 25.04 feet to a point; thence proceed South 33° 30' 26" West for 28.37 feet to a point; thence proceed North 56° 29' 34" West for 10.03 feet to a

point; thence proceed North 70° 31' 43" West for 20.62 feet to a point on a curve to the right, said curve being non-tangent to the last described course and having a central angel of 15° 36' 23", a radius of 547.50 feet and a chord which bears South 41° 15' 30" West for 148.67 feet; thence proceed Southwesterly along the arc of said curve for 149.13 feet to a point; thence proceed North 42° 24' 14" West for 10.00 feet to a point on the Southerly right of way margin of Doug Baker Boulevard, said Southerly right of way margin being in a curve to the right, said curve begin non-tangent to the last described course and having a central angel of 10° 49' 11", a radius of 537.50 feet; and a chord which bears South 54° 29' 55" West for 101.35 feet; thence proceed Southwesterly along the arc of said curve and along said Southerly right of way for 101.50 feet to the POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING APPURTENANT RIGHTS:

Agreement of covenants, conditions and restrictions and grant of easements as recorded in Official Records Instrument No. 20040624000345530, as amended by that certain First Amendment to Agreement of Covenants, Conditions and Restrictions and Grant of Easements as recorded in Official Records Book 20130913000372210, in the Office of the Judge of Probate, Shelby County, Alabama.

Declaration of Easements and Restrictions as recorded in Official Records Instrument No. 20040601000288850, as amended in Official Records Instrument No. 20040624000345520, in the Office of the Judge of Probate, Shelby County, Alabama.

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EXHIBIT A-4
1805 McCain Legal

One parcel of land located in the NE ¼ of Section 25, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: Commence at the NE corner of the NE ¼ of said Section 25; thence S 0 deg-00'00" W along the east line of said Section a distance of 305.77'; thence N 88 deg-47'10" W a distance of 154.47'; thence S 0 deg-00'00" W a distance 139.65' to the POINT OF BEGINNING; thence continue along last described course a distance of 107.0'; thence S 45 deg-00'00" W a distance of 97.93'; thence S 0 deg-00'00" W a distance of 54.28'; thence N 88 deg-47'10" W a distance of 243.57' to the easterly R.O.W. line of McCain Parkway (50' R.O.W.); thence N 1 deg-32'02" E along said R.O.W. line a distance of 173.69' to the beginning of a curve to the right having a radius of 365.0' and a central angle of 4 deg-31'51" and subtended by a chord which bears N 3 deg-47'57" E a distance of 28.86'; thence along the arc of said curve and said R.O.W. line a distance of 28.86'; thence leaving said R.O.W. line N 85 deg-42'54" E a distance of 307.06' to the POINT OF BEGINNING. Containing 1.40 acres, more or less.

Exhibit A-4

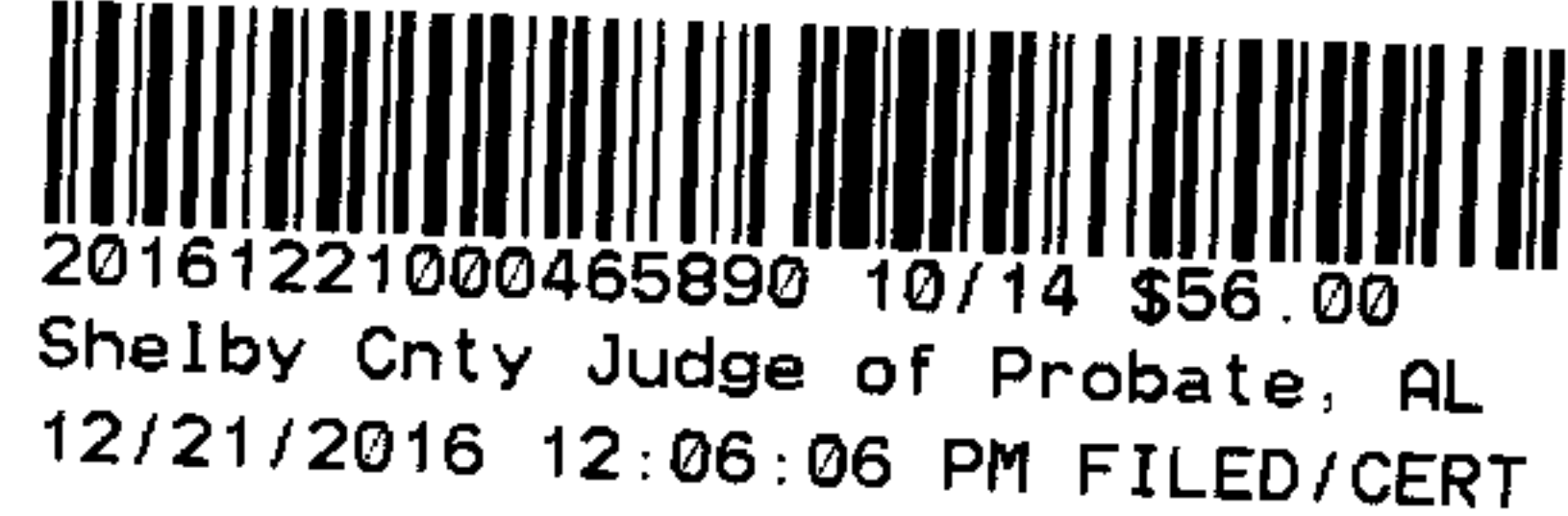


EXHIBIT A-5
1805 McCain Legal

A parcel of land located in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 25, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows

Commence at the NE corner of the NE $\frac{1}{4}$ of said Section 25; Thence South 0 deg. 00 min. 00 sec. West along the east line of said Section a distance of 305.77 feet, thence North 88 deg. 47 min. 10 sec. West a distance of 154.47 feet to the Point of Beginning; thence North 0 deg 00 deg. 00 sec. East a distance of 40.75 feet; Thence North 88 deg. 47 min. 10 sec. West a distance of 233.99 feet to a point on the easterly right of way line of McCain parkway (50' R.O.W.), said point also lying on a curve to the right having a radius of 302.04 feet, a central angle of 14 deg. 08 min. 44 sec. and subtended by a chord which bears South 22 deg. 06 min. 20 sec. West a chord distance of 74.38 feet, thence along the arc of said curve and said right of way line a distance of 74.57 feet to the end of aforesaid curve and the beginning of a curve to the left having a radius of 365.00 feet, a central angle of 23 deg. 06 min. 49 sec. and subtended by a chord which bears South 17 deg. 37 min. 17 sec. West a chord distance of 146.25 feet; thence along the arc of said curve and said right of way line a distance of 147.24 feet; thence leaving said right of way line, North 85 deg. 42 min. 54 sec. East a distance of 307.06 feet; thence North 0 deg. 00 min. 00 sec. East a distance of 139.65 feet to the Point of Beginning.

EXHIBIT B

**TO UCC FINANCING STATEMENT
BY 201 OFFICE PARK, LLC, FIRST AVENUE DESIGN STUDIO, LLC,
DOUG BAKER CENTER, LLC, AND 1805 MCCAIN, LLC,
AS DEBTOR,
AND
IBERIABANK, AS SECURED PARTY**

This Financing Statement covers all of Debtor's present and future right, title and interest in and to the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances, and appurtenances, including all replacements and additions thereto and all cash and non-cash proceeds thereof, whether now existing or hereafter arising (hereinafter referred to collectively as the "***Property***"), to wit:

(a) The tracts, pieces, or parcels of land located in Jefferson and Shelby Counties, Alabama, more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "***Land***"), and all additional lands, estates and development rights hereafter acquired by any Debtor for use in connection with the Land and all additional lands and estates therein which may, from time to time, by supplemental instrument or otherwise be expressly made subject to this Mortgage;

(b) All buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements, and improvements of every nature whatsoever now owned or hereafter acquired by any Debtor, now or hereafter erected or located on the Land (the "***Improvements***");

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, air rights, and development rights, minerals, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter located on, under, or above the Land or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, appurtenances, reversions, and remainders whatsoever in any way belonging, relating, or appertaining to the Land and the Improvements or any part thereof, or which hereafter shall in any way belong, relate, or be appurtenant thereto, and all land lying in the bed of any street, road, or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof, and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim, and demand whatsoever, both at law and in equity, of any Debtor of, in, and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(d) All "goods" and "equipment," as such terms are defined in Article 9 of the Uniform Commercial Code, as adopted and enacted by the State of Alabama (the "***Uniform Commercial Code***"), now owned or hereafter acquired by any Debtor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office

equipment now owned or hereafter acquired by any Debtor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "**Equipment**"), including, without limitation, (i) the proceeds of any sale or transfer of the foregoing, (ii) the right, title and interest of any Debtor in and to any of the Equipment that may be subject to any security interest, as defined in the Uniform Commercial Code, superior in priority to the security interest of Secured Party, and (iii) with respect to any Equipment that is leased to any Debtor, all right, title, and interest of such Debtor in and to all deposits and the benefit of all payments now or hereafter made with respect to such Equipment (provided that the foregoing provisions shall not be interpreted or construed as Secured Party's consent to such creation or attachment of any lien or security interest in and to the Equipment other than in favor of Secured Party);

(e) All Equipment now owned, or the ownership of which is hereafter acquired, by any Debtor (for clarification this does not include any fixtures or other items that are the property of tenants and are removable upon the termination or expiration of a lease) which is so related to the Land and Improvements that it is deemed fixtures or real property under the laws of the State of Alabama, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration, or repair of the Improvements or installation on the Land, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of any Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "**Fixtures**");

(f) All leases, usufructs, subleases, subtenancies, licenses, occupancy agreements, and concessions relating to the use and enjoyment of all or any part of the Land or the Improvements (the "**Leases**") heretofore or hereafter entered into whether before or after the filing by or against any Debtor of any petition for relief under the United States Bankruptcy Code, 11 U.S.C. §§ 101 et seq. (as the same might be amended from time to time, the "**Bankruptcy Code**"), and any and all guaranties and other agreements relating to or made in connection with any of the Leases, and all right, title, and interest of each Debtor, its successors and assigns therein and thereunder, to secure the performance by the lessees, sublessees, tenants, subtenants, permittees, licensees, and other obligees of their obligations thereunder and all rents, additional rents, revenues, issues, and profits (including oil and gas or other mineral royalties and bonuses) from the Land and the Improvements, whether paid or accruing before or after the filing by or against any Debtor of any petition for relief under the Bankruptcy Code (the "**Rents**"), and all proceeds from the sale or other disposition of the Leases and the right to

receive and apply the Rents to the payment of the Secured Obligations (as hereinafter defined), and all of each Debtor's claims and rights to damages and any other remedies in connection with or arising from the rejection of any Lease by any tenant or any trustee, custodian, or receiver pursuant to the Bankruptcy Code in the event that there shall be filed by or against any tenant any petition, action or proceeding under the Bankruptcy Code or under any other similar federal or state law now or hereafter in effect;

(g) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, the Improvements, the Equipment, the Fixtures, or any of the other Property into cash or liquidated claims, including proceeds of all present and future fire, hazard, or casualty insurance policies and all condemnation awards or payments now or hereafter to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, Improvements, Equipment, Fixtures, or any of the other Property or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud, or concealment of a material fact;

(h) All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments, and deposits, whether now or hereafter to be received from third parties or deposited by any Debtor with Secured Party or third parties (including all utility deposits, accounts for the deposit, collection, and/or disbursement of Rents, and all reserve accounts provided for under any documentation entered into or delivered by any Debtor in connection with the Loan), and all deposit accounts, chattel paper, instruments, documents, instruments, drafts and letter-of-credit rights (as each such term is defined in the Uniform Commercial Code), which arise from or relate to any business now or hereafter to be conducted on the Land, or to the Land and the Improvements generally;

(i) All franchises, trade names, trademarks, symbols, goodwill, service marks, trade styles, books, records, development and use rights, architectural and engineering plans, specifications and drawings, and as-built drawings, contracts, licenses, approvals, applications, consents, subcontracts, service contracts, management contracts, permits, and other agreements of any nature whatsoever now or hereafter obtained or entered into by any Debtor, or any managing agent of the Land and the Improvements on behalf of any Debtor, with respect to the use, occupation, development, construction, management, and/or operation of the Property or any part thereof or the activities conducted thereon or therein, or otherwise pertaining to the Property or any part thereof, including, without limitation, (i) all rights of any Debtor to receive moneys due and to become due to it under or in connection with any of the foregoing, (ii) all rights of any Debtor to damages arising out of or for a breach or default in respect thereof, and (iii) all rights of any Debtor to perform and to exercise all remedies thereunder;

(j) All of each Debtor's right, title and interest, now or hereafter acquired, to the payment of money from Secured Party (or any affiliate of Secured Party) to any Debtor under any swap, derivative, foreign exchange, or hedge transaction or arrangement (or similar transaction or arrangement howsoever described or defined) at any time entered into between any Debtor and Secured Party (or any affiliate of Secured Party) in connection with the Loan, including, without limitation, any Rate Management Agreement (as defined in that certain Loan

Agreement by and between Mortgagor and Secured Party dated on or about the filing date of this Financing Statement);

(k) All rights that any Debtor now has or may hereafter acquire, to be indemnified and/or held harmless from any liability, loss, damage, costs or expense (including, without limitation, attorneys' fees and disbursements) relating to the Property or any part thereof;

(l) All other tangible and intangible personal property of any Debtor (whether or not subject to the Uniform Commercial Code), including, without limitation, all bank and other accounts and all cash and all investments therein, all proceeds, products, offspring, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the property of any Debtor described herein, and all books, correspondence, files, and other records, including, without limitation, all tapes, disks, cards, software, data, computer-readable memory, and any computer hardware or software necessary to access and process such memory in the possession of or under the control of any Debtor or any other person from time to time acting for any Debtor that at any time evidence or contain information relating to any of the property described herein or are otherwise necessary or helpful in the collection or realization thereof; and

(m) All proceeds of, additions and accretions to, substitutions and replacements for, and any changes in any of the property described above.