


## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Michelle Snedden</b> <b>214-780-1413</b>	
B. E-MAIL CONTACT AT FILER (optional) <b>msnedden@shackelfordlaw.net</b>	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px;"><b>Michelle Snedden</b> <b>Shackelford, Bowen, McKinley &amp; Norton, LLP</b> <b>9201 N. Central Expressway, Fourth Floor</b> <b>Dallas, Texas 75231</b></div>	

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

1a. ORGANIZATION'S NAME <b>Encore Retail BPTC, LLC</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>5005 LBJ Freeway, Suite 1200</b>		CITY <b>Dallas</b>	STATE <b>TX</b>	POSTAL CODE <b>75244</b>
				COUNTRY <b>USA</b>

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

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

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

3a. ORGANIZATION'S NAME <b>Mishmeret Trust Company, Ltd.</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>46-48 Menachem Begin Road</b>		CITY <b>Tel Aviv</b>	STATE	POSTAL CODE
				COUNTRY <b>ISR</b>

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

**All that collateral more particularly described in Exhibit A, attached hereto and made a part hereof.**

**5 pages attached (Addendum, Exhibit A, and Exhibit B).**

**Some or all of the personal property described on Exhibit A is or may become fixtures on the real property described on Exhibit B.**

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: <b>File with the Shelby County Judge of Probate.</b>	

## 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

**Encore Retail BPTC, 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

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

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

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

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

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

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

14. This FINANCING STATEMENT:

☐ covers timber to be cut

☐ covers as-extracted collateral

☒ is filed as a fixture filing

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

**Record Owner: Debtor**

16. Description of real estate:

**Real property described on Exhibit B, attached hereto and made a part hereof**

17. MISCELLANEOUS:

## EXHIBIT A


### Description of Collateral

The following described land, real estate, estates, buildings, improvements, fixtures, furniture, and personal property (which together with any additional such property in the possession of Secured Party or hereafter acquired by Debtor, as the same may be constituted from time to time is hereinafter sometimes referred to as the “**Collateral**”) to-wit:

- a. All that tract or parcel or parcels of land and estates particularly described on **Exhibit B** attached hereto and made a part hereof (the “**Land**”);
- b. All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by Debtor and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the “**Improvements**”);
- c. All accounts (as presently or hereafter defined in the UCC), general intangibles, goods, contracts and contract rights relating to the Land and Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land and Improvements;
- d. Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, subleases, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, including but not limited to:
  - i. All rents, royalties, profits, cash flow, issues, and revenues of the Land and Improvements from time to time accruing, whether under leases or tenancies now existing or hereafter created; and
  - ii. All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land and Improvements or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land and Improvements or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Secured

Party hereby is authorized on behalf of and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Secured Party may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;

- e. Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements relating to the use, development, construction, occupancy and operation of the Land and Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing;
- f. All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b), (c), (d) or (e) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a), (b), (c), (d) or (e) above.

  
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## **EXHIBIT B**

### **Description of Land**

The following described property located in Shelby County, Alabama:

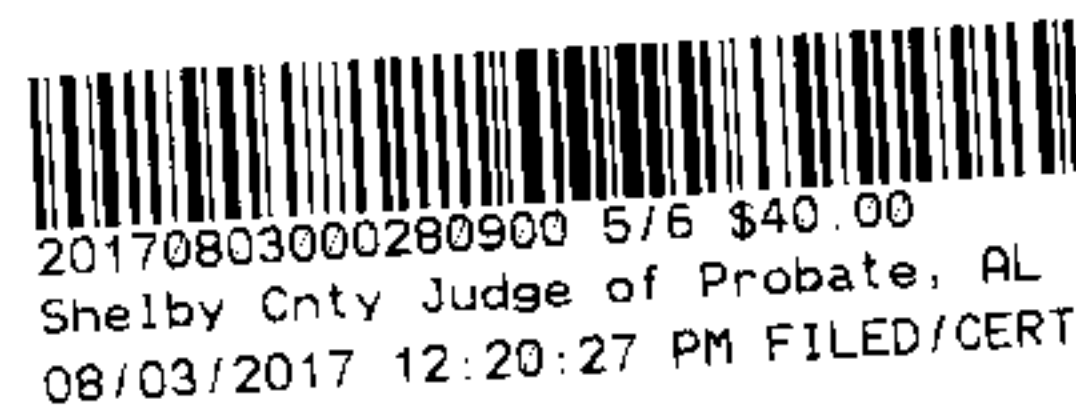
Lot 1A, Resurvey of Lots 1, 2, 3, 4, 5, 7 and 8, Pelham Town Center, as recorded in Map Book 40, page 87, in the Office of the Judge of Probate, Shelby County, Alabama. Being further described by metes and bounds as follows:

A parcel of land situated in the Southwest one-quarter of Section 19, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southwestern most corner of said Lot 1A, said point also being a point on the Eastern-most right of way line of Huntley Parkway (60' right of way); thence run North 00°14'10" West along said right of way for a distance of 300.00 feet; thence leaving said right of way run North 89°45'50" East for a distance of 241.63 feet; thence run North 00°14'10" West for a distance of 333.14 feet; thence run South 85°59'18" East for a distance of 162.05 feet; thence run North 27°07'20" East for a distance of 103.19 feet; thence run North 04°01'50" East for a distance of 119.92 feet to a point on the Southernmost right of way line of Shelby County Highway 52 (right of way varies); thence run South 76°52'19" East along said right of way for a distance of 65.82 feet; thence leaving said right of way, run South 04°01'50" West for a distance of 65.73 feet; thence run North 85°58'10" West for a distance of 17.56 feet; thence run South 02°34'52" West for a distance of 110.87 feet to the point of commencement of a curve to the right, said curve having a radius of 89.50 feet, a central angle of 25°08'43", a chord bearing of South 74°50'47" East for a chord distance of 38.96 feet; thence run along arc of said curve for a distance of 39.28 feet to the point of commencement of a reverse curve to the left, said curve having a radius of 45.50 feet, a central angle of 27°57'44", a chord bearing of South 76°15'18" East for a chord distance of 21.99 feet; thence run along arc of said curve for a distance of 22.21 feet; thence run North 89°45'50" East for a distance of 110.69 feet to the point of commencement of a curve to the left, said curve having a radius of 82.50 feet, a central angle of 89°09'27", a chord bearing of North 45°11'07" East for a chord distance of 115.81 feet; thence run along arc of said curve for a distance of 128.38 feet; thence run North 00°36'23" East for a distance of 59.35 feet to a point on said Southernmost right of way line of Shelby County Highway 52; thence run South 79°39'20" East along said right of way for a distance of 52.19 feet; thence leaving said right of way, run South 00°36'23" West for a distance of 75.45 feet; thence run South 36°47'32" West for a distance of 128.88 feet; thence run North 89°21'05" West for a distance of 127.62 feet; thence run South 00°12'58" East for a distance of 173.56 feet; thence run South 70°27'05" East for a distance of 121.02 feet; thence run North 89°45'50" East for a distance of 86.76 feet; thence run South 00°36'23" West for a distance of 35.10 feet; thence run North 71°07'47" West for a distance of 39.54 feet; thence run South 00°03'55" East for a distance of 435.03 feet; thence run South 89°45'50" West for a distance of 515.68 feet; thence run North 00°14'10" West for a distance of 90.46 feet; thence run South 89°45'50" West for a distance of 239.44 feet to the POINT OF BEGINNING.

TOGETHER WITH the permanent, perpetual and non-exclusive easement for utilities as set forth in that certain Declaration of Utility Easement recorded in Instrument Number 20040610000314500, in the Probate Office of Shelby County, Alabama.

ALSO TOGETHER WITH the non-exclusive easements for ingress, egress and utilities as set forth in the Easement, Joint Use and Maintenance Agreement recorded in Instrument Number 20040610000314520, in the Probate Office of Shelby County, Alabama.



ALSO TOGETHER WITH the sign easement and related non-exclusive easement for ingress, egress and utilities as set forth in that certain Sign Easement Agreement recorded in Instrument Number 20110623000184130, in the Probate Office of Shelby County, Alabama.

ALSO TOGETHER WITH the drainage easement and related non-exclusive easement for ingress, egress and utilities as set forth in that certain Drainage Easement Agreement recorded in Instrument Number 20110623000184140, in the Probate Office of Shelby County, Alabama.

