		•			•
UCC FINANCING STATEMENT					•
FOLLOW INSTRUCTIONS			•		
A. NAME & PHONE OF CONTACT AT FILER (optional)	•				
B. E-MAIL CONTACT AT FILER (optional)					
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	•		•		
Return to:					
Von Crook					
First National Financial Title Services, LLC		20	1812100004302	190 1/6 \$40.00 Ige of Probate,	
3301 Windy Ridge Parkway, Suite 300 Atlanta, GA 30339				54:57 PM FILED/(
770-916-4347			1.		
File No. AL251810122V	•	THE ABO	VE SPACE IS FO	R FILING OFFICE US	SEONLY
1. DEBTOR'S NAME: Provide only <u>one</u> Debtor name (1a or 1b) (use exact, 1 name will not fit in line 1b, leave all of item 1 blank, check here and provi				s name); if any part of the standard standard termination (Formation)	
1a. ORGANIZATION'S NAME	de the multidad Debto				
HPI LANDMARK LLC					
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL	FIRST PERSONAL NAME		VAL NAME(S)/INITIAL(S	SUFFIX
1c. MAILING ADDRESS	CITY			POSTAL CODE	COUNTRY
c/o Hamilton Point Investments, Two Huntley Road	Old Lyme	Old Lyme		06371	US
2. DEBTOR'S NAME: Provide only <u>one</u> Debtor name (2a or 2b) (use exact, 1			•		
	de the Individual Debto	information in item 10	of the Financing Sta	tement Addendum (For	n UCC1Ad)
2a. ORGANIZATION'S NAME			- ,	•	·
OR 2b. INDIVIDUAL'S SURNAME	LIDGT DEDCONA	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S) SUFFIX	
ZD. NADIVIDOAĻ S SUKNAME	FIRST PERSONAL NAME			AAT IAMIE (O)NIALI IME (O	JOHN .
2c. MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY
		•			
3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SE	CURED PARTY): Prov	ide only <u>one</u> Secured F	arty name (3a or 3b)		
3a. ORGANIZATION'S NAME					
KEYBANK NATIONAL ASSOCIATION		•		•	
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S) SUFFIX	
3c. MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY
225 Franklin Street	Boston	•		02110	US
4. COLLATERAL: This financing statement covers the following collateral:					
All assets of the Debtor, whether now owned	or hereafter a	cquired, as m	ore particul	larly set forth	and describe
in that certain MORTGAGE, ASSIGNMENT	OF LEASES	AND RENI	S AND SE	CURITY AG	REMENT
dated as of December 5, 2018 (the "Mortgage	e"), granted by	Debtor in fa	vor of Secu	red Party and	further
described on Schedule A attached hereto and	made a part h	ereof.	•		
		• • • • • •			
Amount of indebtedness for Alabama Mortga	ige tax purpos	e 15 \$1U.UU.			•
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		•			
	ıst (see UCC1Ad, item	7 and Instructions)		ed by a Decedent's Per	
6a. Check <u>only</u> if applicable and check <u>only</u> one box:				applicable and check o	
Public-Finance Transaction Manufactured-Home Transaction		Transmitting Utility			JCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor	Consignee/Consigne	Seller/Bu	uyer Bai	lee/Bailor	icensee/Licensor
8. OPTIONAL FILER REFERENCE DATA: Filed with: AL - Shelby County - CM # 33135.0	00220				F#664374
The wint the childy country - Civi # JJ1JJ.					A#918059

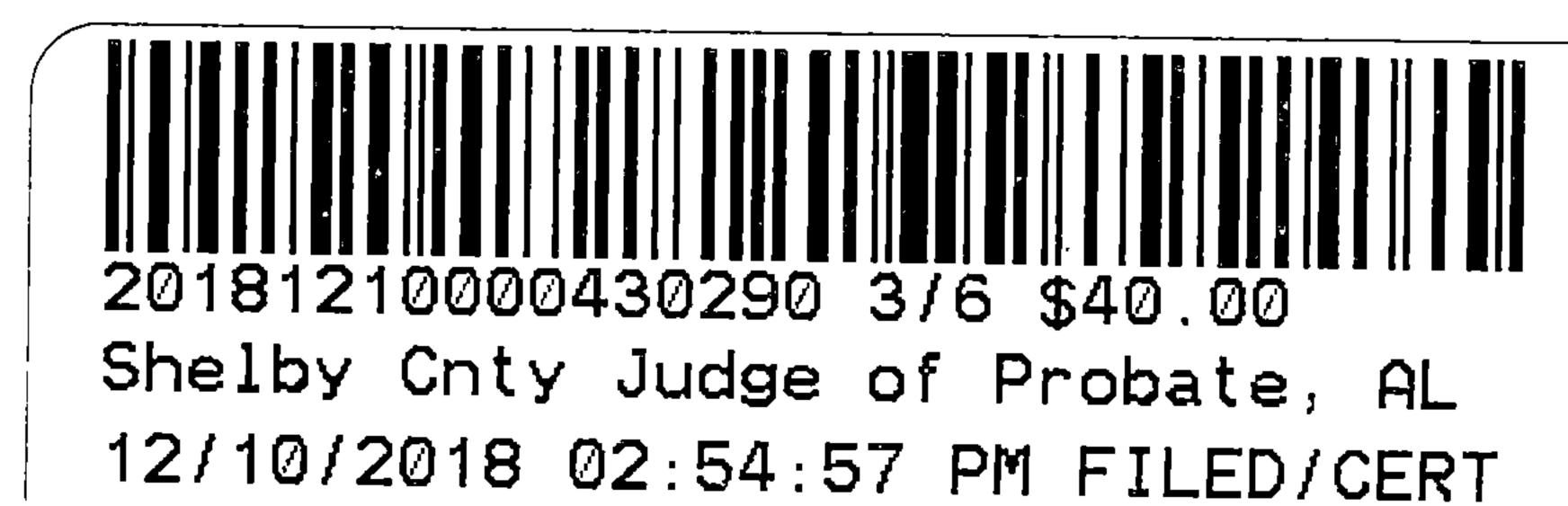
UCC FINANCING STATEMENT ADDENDUM FOLLOW INSTRUCTIONS 9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here 9a. ORGANIZATION'S NAME HPI LANDMARK LLC 9b. INDIVIDUAL'S SURNAME 20181210000430290 2/6 \$40.00 FIRST PERSONAL NAME Shelby Cnty Judge of Probate, AL 12/10/2018 02:54:57 PM FILED/CERT SUFFIX ADDITIONAL NAME(S)/INITIAL(S) THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c 10a. ORGANIZATION'S NAME 10b. INDIVIDUAL'S SURNAME INDIVIDUAL'S FIRST PERSONAL NAME INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX POSTAL CODE COUNTRY STATE 10c. MAILING ADDRESS CITY ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b) 11a. ORGANIZATION'S NAME 11b. INDIVIDUAL'S SURNAME SUFFIX FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) POSTAL CODE COUNTRY STATE 11c. MAILING ADDRESS CITY 12. ADDITIONAL SPACE FOR ITEM 4 (Collateral): See Schedule A attached hereto and made a part hereof. 13. X This FINANCING STATEMENT is to be filed [for record] (or recorded) in the 14. This FINANCING STATEMENT: REAL ESTATE RECORDS (if applicable) is filed as a fixture filing covers as-extracted collateral covers timber to be cut 15. Name and address of a RECORD OWNER of real estate described in item 16 16. Description of real estate: (if Debtor does not have a record interest): See Exhibit A attached hereto and made a part hereof.

17. MISCELLANEOUS:

SCHEDULE A

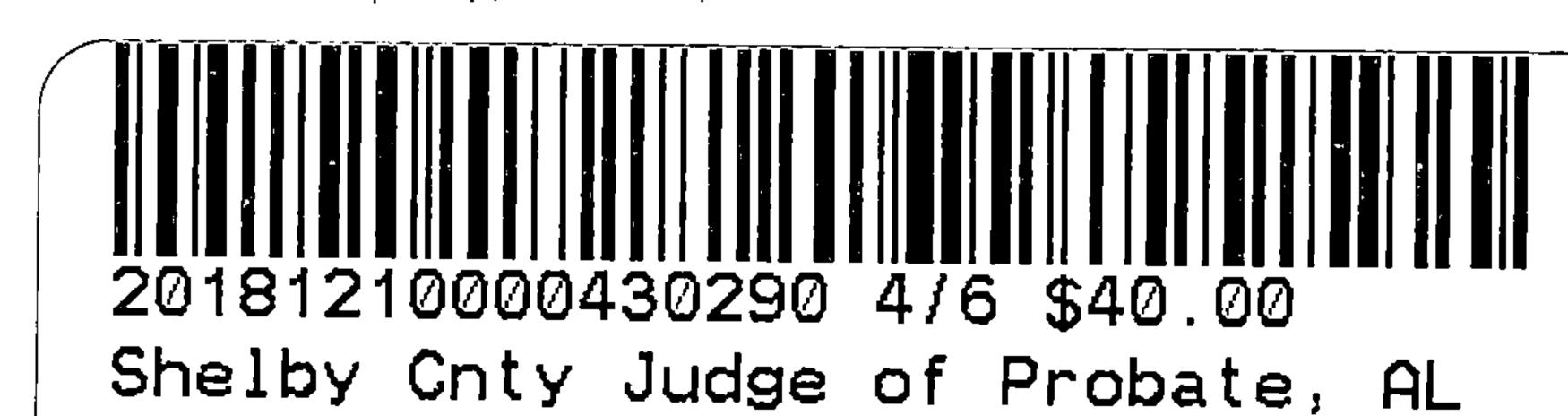
All Debtor's estate, right, title and interest that Debtor now has or may later acquire in and to the following property (all or any part of such property, or any interest in all or any part of it, as the context may require, the "*Property*"):

- (a) The real property located in the County of Shelby, State of Alabama, as described in EXHIBIT A attached hereto, together with all existing and future easements and rights affording access to it (the "Premises");
- (b) All buildings, structures, and improvements now located or later to be constructed on the Premises (the "Improvements" and, together with the Premises, the "Project");
- (c) All existing and future appurtenances, privileges, easements, franchises, and tenements of the Premises, including all minerals, oil, gas, other hydrocarbons and associated substances, sulfur, nitrogen, carbon dioxide, helium, and other commercially valuable substances that may be in, under or produced from any part of the Premises, all development rights and credits, air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant), and water stock, and any portion of the Premises lying in the streets, roads or avenues currently existing or later constructed;
- (d) Subject to, and without in any way limiting the absolute assignment in the Mortgage, all existing and future leases, subleases, subtenancies, licenses, rental agreements, occupancy agreements, and concessions relating to the use and enjoyment of or affecting all or any part of the Premises or Improvements, any and all guaranties, extensions, renewals, replacements and modifications thereof, and all other agreements relating to or made in connection therewith, and any agreement (written or oral) between Debtor or its agents, and any tenant, lessee, occupant, licensee, guest or invitee pursuant to which Debtor, or its agent, agrees to permit such tenant, lessee, occupant, licensee, guest or invitee to park in or at the Project (each a "Lease", and collectively, the "Leases");
- (e) All real property and improvements on such real property, and all appurtenances and other property and interests of any kind or character, whether described in EXHIBIT A or not that may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Premises or Improvements;
- (f) All goods, materials, supplies, chattels, furniture, fixtures, equipment, and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Premises or Improvements, whether stored on the Premises or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration, and plumbing fixtures and equipment, all of which shall be considered to the fullest extent of the law to be real property for purposes of the Mortgage, and any manufacturer's warranties with respect thereto;



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- (g) All building materials, equipment, work in process and other personal property of any kind, whether stored on the Premises or elsewhere, that have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Premises or Improvements;
- (h) All of Debtor's interest in and to all operating accounts, the Loan funds, whether disbursed or not, all reserve accounts, impound accounts, and any other bank accounts of Debtor relating to the Project or the operation thereof;
- (i) All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Debtor with third parties (including all utility deposits), chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of Secured Party), that arise from or relate to construction on the Premises or to any business now or later to be conducted on it, or to the Premises and Improvements generally;
- (j) All insurance policies and the proceeds thereof pertaining to the Premises, the Improvements, or any other property described in this Schedule A, and all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any property described in this Schedule A 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 later 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 or any settlement in lieu thereof, and all causes of action and their proceeds for any damage or injury to the Premises, Improvements or the other property described in this Schedule A, 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;
- (k) All of Debtor's right, title, and interest in and to any and all units, common elements, declarant rights, development rights, and any other rights relating to the Premises or the Improvements, whether now existing or subsequently arising, under any and all condominium declarations, covenants, conditions, and restrictions, development agreements, or other agreements or declarations now existing or later executed relating to the Premises or Improvements, and all Legal Requirements now existing or later enacted relating to the Premises or Improvements, including those relating to condominiums, and all rights of Debtor in connection with any owner's association, condominium association, architectural control committee, or similar association or committee, established in connection with the Project, including Debtor's rights and powers to elect, appoint, and remove officers and directors of any such associations or committees;
- (l) All of Debtor's right, title, and interest in and to any swap transaction or interest rate agreement or interest rate hedging program through the purchase by Debtor of an interest rate swap, cap, or such other interest rate protection product (an agreement evidencing any such arrangement, an "Interest Rate Agreement"), all whether now or hereafter entered into by Debtor with respect to the Loan, including any and all amounts payable to Debtor, any deposit account or accounts with Secured Party in the name of Debtor for deposit of payments to Debtor



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in connection with any Interest Rate Agreement or swap transaction, and any and all funds now or hereafter on deposit therein;

- (m) All of Debtor's right, title, and interest in and to (i) all agreements (except for Leases), commitments, and options now or hereafter existing with respect to the construction, ownership, maintenance, operation, management, or use of the Premises or Improvements, including any property management agreements; (ii) all plans, specifications, drawings, and reports now existing or hereafter prepared with respect to the Premises or Improvements, including architectural and engineering plans, specifications and drawings, soils reports, environmental reports, and all other property reports; (iii) the Project Licenses (hereinafter defined); (iv) any and all present and future amendments, modifications, supplements, and addenda to any of the items described in clauses (i) through (iii) of this Section (m); and (v) any and all guarantees, warranties (including building or manufacturer's warranties) and other undertakings (including payment and performance bonds) now existing or hereafter entered into or provided with respect to any of the items described in clauses (i) through (iv) of this Section (m) (collectively, the "Contracts");
- (n) All of Debtor's right, title, and interest in and to all trade names, trademarks, logos and other materials used to identify or advertise, or otherwise relating to the Premises or Improvements;
- (o) To the fullest extent not prohibited by applicable Legal Requirements, all of Debtor's rights in all building permits, governmental permits, licenses, variances, applications, conditional or special use permits, and other authorizations now or hereafter issued in connection with the construction, development, ownership, operation, management, leasing or use of the Premises or Improvements (the "*Project Licenses*");
- (p) All books, records, and data pertaining to any and all of the property described above, however recorded, stored, or maintained, including digital, electronic, and computer-readable data and any computer hardware or software necessary to access and process such data ("Books and Records"); and
- (q) All products, profits, rents, proceeds of, additions and accretions to, substitutions, and replacements for, and changes in any of the property described above.

Capitalized terms used but not otherwise defined herein or in the Uniform Commercial Code in effect in the State of Alabama shall have the meanings given them in the Mortgage.

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EXHIBIT A LEGAL DESCRIPTION

The following described real estate situated in Shelby County, Alabama, to wit

A parcel of land situated in the Southeast one-quarter of Section 34, Township 21 South, Range 2 West Shelby County, Alabama, said parcel being all of Lot 1 according to the Map of Kensington Apartments as recorded in Map Book 37, Page 148 in the Office of the Judge of Probate Shelby County, Alabama.

Being the same land conveyed to Landmark at Lancaster Place LP, a Delaware limited partnership by virtue of Statutory Warranty Deed from Weatherby Manor, L.L.C., an Alabama limited liability company, dated January 31, 2012, recorded January 31, 2012 in Instrument #20120131000037160 in the Office of the Judge of Probate of Shelby County, Alabama.

Property Address: 10 Kensington Manor Drive, Calera, Alabama 35040

Tax ID Numbers: 22 8 34 3 002 004.000; 22 8 34 4 004 029.000; 22 8 34 4 004 029.001

20181210000430290 6/6 \$40.00 Shelby Cnty Judge of Probate, AL 12/10/2018 02:54:57 PM FILED/CERT