

20191008000370660 1/6 \$47.00  
Shelby Cnty Judge of Probate, AL  
10/08/2019 02:10:54 PM FILED/CERT

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Betty Black (336) 721-3791</b>
B. E-MAIL CONTACT AT FILER (optional) <b>Betty.Black@wbd-us.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>Betty Black, Paralegal Womble Bond Dickinson (US) LLP One West Fourth Street Winston-Salem, NC 27101</b>

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)

1a. ORGANIZATION'S NAME <b>MSC Alabaster, LLC</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>725 Park Center Drive</b>	CITY <b>Matthews</b>	STATE <b>NC</b>	POSTAL CODE <b>28105</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>Wells Fargo Bank, National Association</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>301 South College Street, 4th Floor</b>	CITY <b>Charlotte</b>	STATE <b>NC</b>	POSTAL CODE <b>28202</b>	COUNTRY <b>USA</b>

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

All personal property, accounts, deposit accounts, goods, building and other materials, supplies, inventory, work in process, equipment, machinery, tools, fixtures, furniture, furnishings, appliances, signs and all other personal property, and embedded software included therein, and supporting information, books and records, wherever situated, and all improvements, replacements, accessions and additions thereto, and proceeds thereof, and including, but not limited to, all of the property described on Exhibit A attached hereto and incorporated herein by reference, now owned or hereafter acquired by Debtor, wherever situated.

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/Licenser	
8. OPTIONAL FILER REFERENCE DATA: <b>Shelby County, AL</b>	

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## 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

**MSC Alabaster, LLC**

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

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

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

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

11a. ORGANIZATION'S NAME

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):

**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.**

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):

**DEBTOR IS THE RECORD OWNER.**

16. Description of real estate:

**SEE SCHEDULE 1 TO EXHIBIT A ATTACHED  
HERETO AND MADE A PART HEREOF.**

17. MISCELLANEOUS:



**EXHIBIT A TO  
UCC FINANCING STATEMENT**

Exhibit A to Uniform Commercial Code ("UCC") Financing Statement (Form UCC1) ("Financing Statement"), naming MSC ALABASTER, LLC, a Delaware limited liability company, as "Debtor", and WELLS FARGO BANK, NATIONAL ASSOCIATION, as "Secured Party".

COLLATERAL DESCRIPTION. The Financing Statement includes the following in which Debtor now or at any time hereafter has any interest, wherever situated (collectively, the "Collateral"):

All accounts, deposit accounts, chattel paper (whether electronic or tangible), instruments, promissory notes, documents, general intangibles, payment intangibles, software, letter of credit rights, supporting obligation, health-care insurance receivables and other rights to payment, commercial tort claims, fixtures, equipment, inventory, instruments, contracts, investment property, letters of credit, money, software, goods and all other personal property, and any computer program or software embedded or included therein, and all supporting information, books, and records; and

All of Debtor's accounts specifically identified in the General Security Agreement executed in connection herewith by Debtor and other Borrowers to and in favor of Secured Party; and

All renewals thereof, including all securities, guaranties, warranties, indemnity agreements, insurance policies, supporting obligations and other agreements pertaining to the same or the property described therein, together with whatever is receivable or received when any of the Collateral or proceeds thereof are sold, collected, exchanged, or otherwise disposed of, whether such disposition is voluntary or involuntary, including without limitation, (a) all accounts, contract rights, chattel paper, instruments, general intangibles and rights to payment of every kind now or at any time hereafter arising from any such sale, lease, collection, exchange or other disposition of any of the foregoing, (b) all rights to payment, including returned premiums, with respect to any insurance relating to any of the foregoing, and (c) all rights to payment with respect to any claim or cause of action affecting or relating to any of the foregoing (collectively, "Proceeds").

AND TOGETHER WITH all goods, building and other materials, supplies, inventory, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property and embedded software included therein and supporting information, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the real property described on Schedule I attached hereto and made a part hereof (the "Property"); together with all payments and other rents and security deposits derived from the Property; all inventory, accounts, cash receipts, deposit accounts (including impound accounts, if any), accounts receivable, contract rights, licenses, agreements, general intangibles, payment intangibles, software, chattel paper (whether electronic or tangible), instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, insurance policies, insurance and condemnation awards and proceeds, proceeds of the sale of promissory

notes, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing, operation, sale or disposition of the Property or any business now or hereafter conducted thereon by Debtor; all development rights and credits, and any and all permits, consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Property; all water and water rights, wells and well rights, canals and canal rights, ditches and ditch rights, springs and spring rights, and reservoirs and reservoir rights appurtenant to or associated with the Property, whether decreed or undecreed, tributary, non-tributary or not non-tributary, surface or underground or appropriated or unappropriated, and all shares of stock in water, ditch, lateral and canal companies, well permits and all other evidences of any of such rights; all deposits or other security now or hereafter made with or given to utility companies by Debtor with respect to the Property; all advance payments of insurance premiums made by Debtor with respect to the Property; all plans, drawings and specifications relating to the Property; all loan funds held by Secured Party, whether or not disbursed; all funds deposited with Secured Party pursuant to any loan agreement; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Property or any portion thereof; all of Debtor's right, title and interest, now or hereafter acquired, to the payment of money under any Swap Agreement (as defined in the Credit Agreement, as defined in the Security Instrument as defined below); together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

The filing of this Financing Statement shall not be construed to derogate from or impair the lien or provisions of the Mortgage with Absolute Assignment of Leases and Rents, Security Agreement, Fixture Filing and Financing Statement ("Security Instrument") from Debtor to a trustee for the Secured Party encumbering the Property with respect to any property described therein which is real property or which the parties have agreed to treat as real property. Similarly, nothing in this Financing Statement shall be construed to alter any of the rights of Secured Party as determined by the Security Instrument or the priority of the Secured Party's lien created thereby, and this Financing Statement is declared to be for the protection of Secured Party in the event any court shall at any time hold that notice of Secured Party's priority interest in any property or interests described in the Security Instrument must, in order to be effective against a particular class of persons, including but not limited to the Federal Government and any subdivision or entity of the Federal Government, be filed in the Uniform Commercial Code records.



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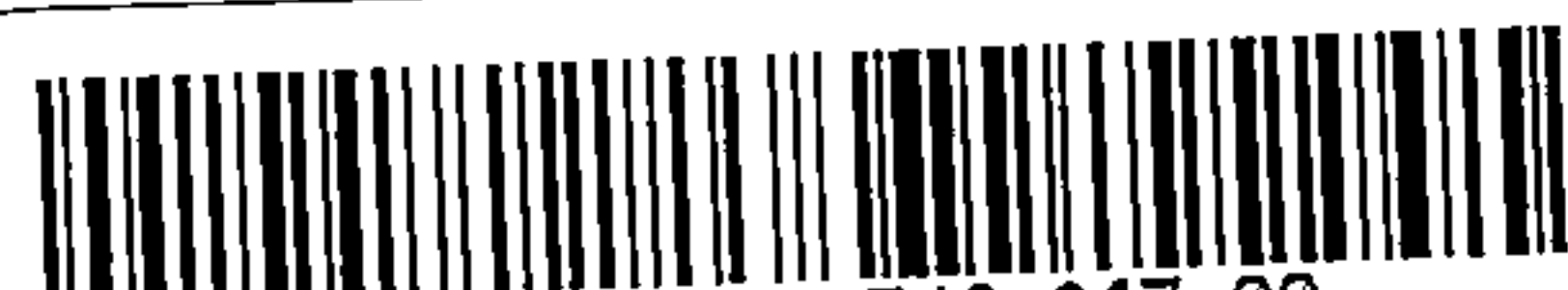
**SCHEDULE I TO EXHIBIT A TO  
UCC FINANCING STATEMENT**

Schedule I to Exhibit A to Uniform Commercial Code ("UCC") Financing Statement (Form UCC1) ("Financing Statement"), naming MSC ALABASTER, LLC, a Delaware limited liability company, as "Debtor", and WELLS FARGO BANK, NATIONAL ASSOCIATION, as "Secured Party".

All that certain real property together with all right, title, interest, and privileges of Debtor now owned or hereafter acquired in and to all streets, ways, roads, and alleys used in connection with or pertaining to such real property, all development rights or credits, licenses and permits, air rights, water, water rights and water stock related to such real property, and all minerals, oil and gas, and other hydrocarbon substances in, on or under such real property, and all appurtenances, easements, estates, tenements, hereditaments, privileges, rights and rights of way appurtenant or related thereto; all buildings and other improvements and fixtures now or hereafter located on such real property, including, but not limited to, all apparatus, equipment and appliances used in the operation or occupancy of such real property, it being intended that all such items shall be conclusively considered to be a part of such real property, whether or not attached or affixed to such real property; all interest or estate which Debtor may hereafter acquire in such property, and all additions and accretions thereto, and the proceeds of any of the foregoing located in the County of Shelby, State of Alabama, described as follows:

LOT 1 OF THAT CERTAIN RESURVEY AND SUBDIVISION OF LOTS 2, 3, & 4 WEATHERLY COMMERCIAL CENTER'S ADDITION TO ALABASTER, AS RECORDED IN MAP BOOK 41, PAGE 12, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

THE ABOVE-DESCRIBED PROPERTY IS ALSO MORE PARTICULARLY DESCRIBED ON THAT CERTAIN SURVEY TITLED "ALTA/NSPS LAND TITLE SURVEY FOR MSC PORTFOLIO NV5 PROJECT NO. 201903373-002 MORNINGSTAR OF ALABASTER 50 GILBERT DRIVE, ALABASTER, AL 35007" PREPARED BY ROBERT L. TAYLOR, REG. NO. 23348, DATED JULY 24, 2019, AS REVISED, AND DESIGNATED NETWORK PROJECT NO. 201903373-002 BJK.

  
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Clerk: SSTEPHENS

UCC FINANCING STATEMENT  
FOLLOW INSTRUCTIONS

EXHIBIT B

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A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Betty Black (336) 721-3791</b>
B. E-MAIL CONTACT AT FILER (optional) <b>Betty.Black@wbd-us.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>Betty Black, Paralegal Womble Bond Dickinson (US) LLP One West Fourth Street Winston-Salem, NC 27101</b>

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1a. ORGANIZATION'S NAME <b>MSC Mountain Brook, LLC</b>	1b. INDIVIDUAL'S SURNAME			FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS <b>725 Park Center Drive</b>				CITY <b>Matthews</b>	STATE <b>NC</b>	POSTAL CODE <b>28105</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	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>Wells Fargo Bank, National Association</b>	3b. INDIVIDUAL'S SURNAME			FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS <b>301 South College Street, 4th Floor</b>				CITY <b>Charlotte</b>	STATE <b>NC</b>	POSTAL CODE <b>28202</b>	COUNTRY <b>USA</b>

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

All personal property, accounts, deposit accounts, goods, building and other materials, supplies, inventory, work in process, equipment, machinery, tools, fixtures, furniture, furnishings, appliances, signs and all other personal property, and embedded software included therein, and supporting information, books and records, wherever situated, and all improvements, replacements, accessions and additions thereto, and proceeds thereof, and including, but not limited to, all of the property described on Exhibit A attached hereto and incorporated herein by reference, now owned or hereafter acquired by Debtor, wherever situated.

mtg. # 2019104867

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/Licenser			
8. OPTIONAL FILER REFERENCE DATA: <b>Jefferson County, AL</b>			

International Association of Commercial Administrators (IACA)