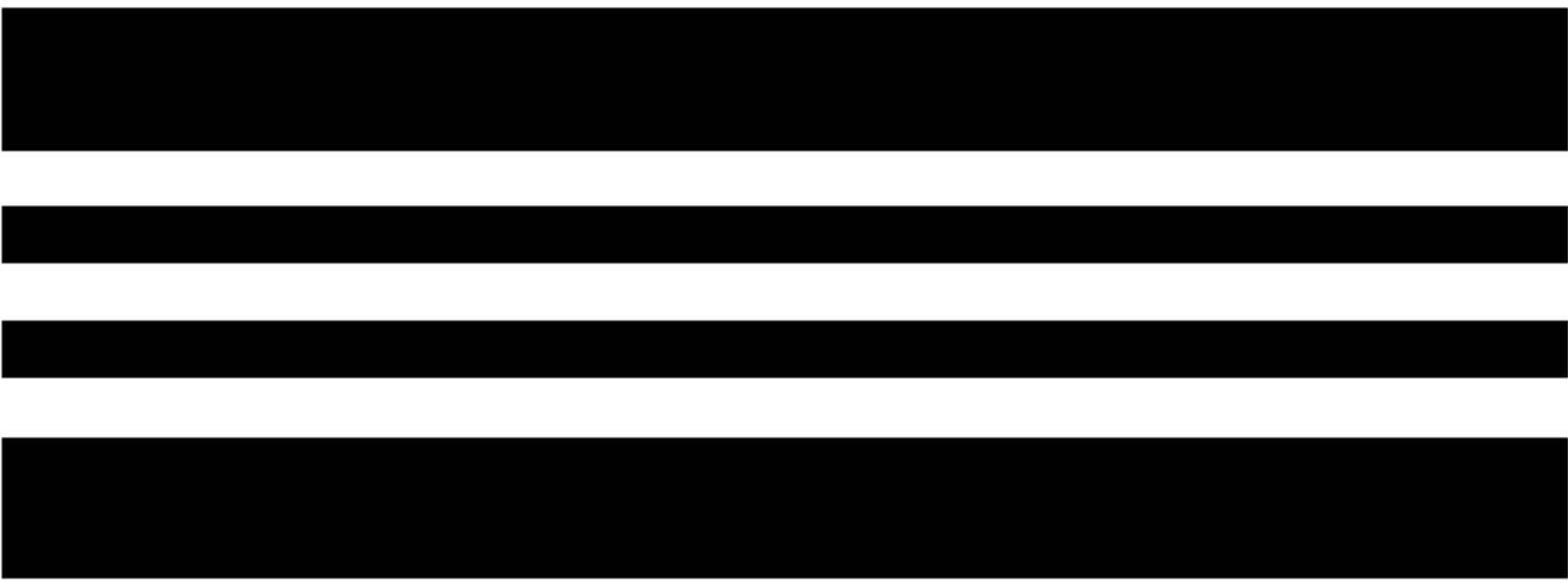




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12/02/2021 09:05:12 AM
UCCAMMND 1/7

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)	Adam Goodman	(704) 444-2000
B. E-MAIL CONTACT AT FILER (optional)	adam.goodman@katten.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	Katten Muchin Rosenman LLP 550 S. Tryon Street Suite 2900 Charlotte, NC 28202-4213	

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			
	CONCOURSE 100, LLC			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
200 Lake Avenue, 2nd Floor	Lake Worth Beach	FL	33460	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			
	800 BUILDING OWNER, LLC			
	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
200 Lake Avenue, 2nd Floor	Lake Worth Beach	FL	33460	USA

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			
	CITI REAL ESTATE FUNDING INC.			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
388 Greenwich Street, 8th Floor	New York	NY	10013	USA

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

See Schedule A attached hereto and incorporated herewith.

Filed as additional security for, and mortgage tax paid on, a Mortgage recorded as Instrument No.

_____.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: ☐ Agricultural Lien ☐ Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: Filed with: AL - Shelby County (342968-00726)	
F#837771 A#1149637	

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 CONCOURSE 100, 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 BEACON RIDGE, LLC	
OR	
10b. INDIVIDUAL'S SURNAME	
INDIVIDUAL'S FIRST PERSONAL NAME	
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10c. MAILING ADDRESS 200 Lake Avenue, 2nd Floor	CITY Lake Worth Beach	STATE FL	POSTAL CODE 33460	COUNTRY USA
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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
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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):	16. Description of real estate: See Exhibit A of Schedule A attached hereto.

17. MISCELLANEOUS:

CONCOURSE 100, LLC, 800 BUILDING OWNER, LLC and BEACON RIDGE, LLC,
individually and collectively, as Debtor

and

CITI REAL ESTATE FUNDING INC., as Secured Party

All of Debtor's right, title, and interest, whether now owned or hereafter acquired, in and to the following property (the "**Property**") located upon or used in connection with the real property described on **Exhibit A** attached to this Schedule A (the "**Land**");

- a) All additional lands, estates and development rights hereafter acquired by Debtor 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 the Mortgage and Security Agreement given by Debtor in favor of Secured Party in connection herewith encumbering the Land (the "**Security Instrument**");
- b) The buildings, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "**Improvements**");
- c) 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, excess or unused zoning floor area development rights, abatements, zoning floor area bonuses, zoning incentives or awards, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, appurtenant to, relating or pertaining to the Land and the Improvements and/or otherwise owned by or available to Debtor, 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 Debtor of, in and to the Land and the Improvements, and every part and parcel thereof, with the appurtenances thereto;
- d) All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furniture, software used in or to operate any of the foregoing and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and 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 Debtor, or in which Debtor 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 (collectively, the “**Personal Property**”), and the right, title and interest of Debtor in and to any of the Personal Property 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 the above;

- e) 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 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 Debtor of any petition for relief under any Creditors Rights Laws (collectively, the “**Leases**”) and all right, title and interest of Debtor, 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 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, 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 Debtor or its agents or employees from any and all sources arising from or attributable to the Property, 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 the use and occupancy of property or rendering of services by Debtor or Manager and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, 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 Debt;
- f) 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, subject to the terms and conditions of the Loan Agreement (collectively, the “**Insurance Proceeds**”);
- g) 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, subject to the terms and conditions of the Loan Agreement (collectively, the “**Awards**”);

- h) 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;
- i) The right, in the name and on behalf of Debtor, 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 Secured Party in the Property;
- j) All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, 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 Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;
- k) 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 (collectively, the “**Intangibles**”);
- l) All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including without limitation, the Accounts 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 “**Secured Accounts**”);
- m) All proceeds of any of the foregoing items set forth in subsections (a) through (l) including, without limitation, Insurance Proceeds and Awards, whether cash, liquidation claims (or other claims) or otherwise; and
- n) Any and all other rights of Debtor in and to the items set forth in subsections (a) through (m) above.

All capitalized terms not defined in Schedule A shall have their respect meanings as set forth in the Loan Agreement (as defined in the Security Instrument).

Exhibit "A"

Legal Description

100 Concourse:

PARCEL I:

LOT 1A, ACCORDING TO AN AMENDMENT TO A RESURVEY OF AN AMENDMENT TO THE CONCOURSE AT RIVERCHASE, AS RECORDED IN MAP BOOK 18, PAGE 13, IN THE PROBATE OF SHELBY COUNTY, ALABAMA.

PARCEL II:

EASEMENTS BENEFITTING PARCEL I OF THE LAND CONTAINED IN THAT CERTAIN DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, EASEMENTS, CHARGES AND LIENS FOR RIVERCHASE (BUSINESS) APPEARING OF RECORD IN MISC. BOOK 13, PAGE 50; AS AMENDED BY AMENDMENT NO. 1 RECORDED IN MISC. BOOK 15, PAGE 189; AS FURTHER AMENDED BY AMENDMENT NO. 2 RECORDED IN MISC. BOOK 19, PAGE 633, EXCEPT AS MODIFIED BY DEED RECORDED IN DEED BOOK 206, PAGE 559 AND AS MODIFIED BY CHANGE OF USE AGREEMENT RECORDED IN REAL VOLUME 207, PAGE 548 AND IN REAL VOLUME 207, PAGE 551, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BUT DELETING ANY RESTRICTIONS BASED ON RACE, COLOR, CREED OR NATIONAL ORIGIN.

PARCEL III:

EASEMENTS BENEFITTING PARCEL I OF THE LAND CONTAINED IN THAT CERTAIN DECLARATION OF EASEMENT AS RECORDED IN REAL VOLUME 332, PAGE 637.

800 Concourse:

PARCEL I:

LOT 3A, ACCORDING TO AN AMENDMENT TO A RESURVEY OF AN AMENDMENT TO THE CONCOURSE AT RIVERCHASE, AS RECORDED IN MAP BOOK 18, PAGE 13, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL II:

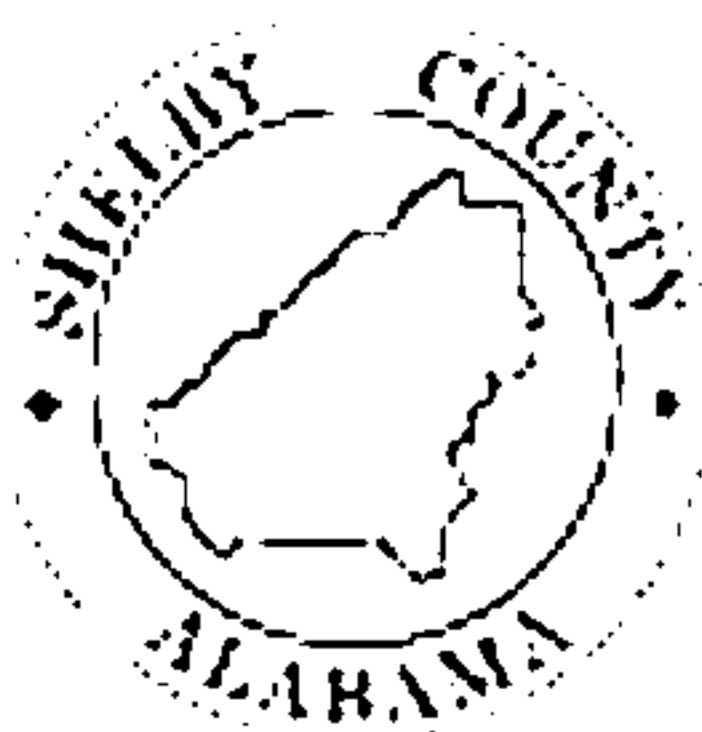
EASEMENTS BENEFITTING PARCEL I OF THE LAND CONTAINED IN THAT CERTAIN DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, EASEMENTS, CHARGES AND LIENS FOR RIVERCHASE (BUSINESS) APPEARING OF RECORD IN MISC. BOOK 15, PAGE 189; AS FURTHER AMENDED BY AMENDMENT NO. 2 RECORDED IN MISC. BOOK 19, PAGE 633, EXCEPT AS MODIFIED BY DEED RECORDED IN DEED BOOK 206, PAGE 559 AND AS MODIFIED BY CHANGE OF USE AGREEMENT RECORDED IN REAL VOLUME 207, PAGE 548 AD IN REAL VOLUME 207, PAGE 551, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL III:

EASEMENTS BENEFITTING PARCEL I OF THE LAND CONTAINED IN REAL VOLUME 332, PAGE 637, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

600 Beacon:

LOT 17, ACCORDING TO THE SURVEY OF SECOND SECTOR OF BLOCK 1, BEACON PARK, AS RECORDED IN MAP BOOK 93, PAGE 44, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/02/2021 09:05:12 AM
\$49.00 JOANN
20211202000574640

Allen S. Bayl