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UCC1 1/9

FIRST AMERICAN TITLE INSURANCE COMPANY

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) Katten Muchin Rosenman LLP 50 Rockefeller Plaza New York, New York 10020-1605 Attn: Andrew L. Jagoda, Esq.

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 MSC ALABASTER, LLC				
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS c/o Starwood Capital Group, 2340 Collins Avenue, Suite 700		CITY Miami Beach	STATE FL	POSTAL CODE 33139	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 AIG ASSET MANAGEMENT (U.S.), LLC, as Administrative Agent				
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS c/o AIG Investments, 28 Liberty Street, Floor 47		CITY New York	STATE NY	POSTAL CODE 10005-1445	COUNTRY USA

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

All assets of Debtor, whether now owned or hereafter acquired, including, without limitation, the collateral described on Exhibit A attached hereto and made a part hereof.

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: File with AL - (Shelby County)					

NCS-1094578-02

-02

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):

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 attached Exhibit B

17. MISCELLANEOUS:

EXHIBIT A TO UCC FINANCING STATEMENT

DEBTOR:	MSC ALABASTER, LLC , a Delaware limited liability company
DEBTOR'S ADDRESS:	c/o Starwood Capital Group 2340 Collins Avenue, Suite 700 Miami Beach, Florida 33139
SECURED PARTY:	AIG ASSET MANAGEMENT (U.S.), LLC , a Delaware limited liability company
SECURED PARTY ADDRESS:	c/o AIG Investments 28 Liberty Street Floor 47 New York, New York 10005-1445 Attention: CML Legal Notices

Reference is hereby made to that certain Mortgage, Security Agreement, Fixture Filing, Financing Statement and Assignment of Leases and Rents (Alabaster), dated as of the Closing Date (as defined below), made by Debtor for the benefit of Secured Party (as the same may be amended, restated, supplemented and/or modified from time to time, the "**Mortgage**").

All of Debtors' right, title, interest and estate in and to the Property (as defined below), the Chattels (as defined below), the Intangible Personalty (as defined below), and the other Collateral (as defined below).

a. **Property:** Collectively, all of the following, whether now owned or hereafter acquired:

1. the Land;
2. all Improvements;
3. all Leases and all guaranties thereof and security deposits or other security provided in connection therewith;
4. all Gross Revenue;
5. all (i) water and water rights (whether decreed or undecreed, tributary, nontributary or not nontributary, surface or underground, or appropriated or unappropriated), (ii) ditches and ditch rights, (iii) spring and spring rights, (iv) reservoir and reservoir rights and (v) shares of stock or other interests in, to or under any water, ditch and canal companies and all other evidence of such rights, that are appurtenant to or that have been used in connection with the Land and/or the Improvements;
6. all minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Land;
7. all machinery, apparatus, equipment, fittings, fixtures (whether actually or constructively attached, and including, without limitation, all trade, domestic, and

ornamental fixtures) now or hereafter located in, upon, or under the Land or the Improvements and used or usable in connection with any present or future ownership, operation or maintenance thereof, including, without limitation, all heating, air-conditioning, freezing, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, cooking, and communications apparatus, boilers, water heaters, ranges, furnaces, and burners, appliances, vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows, stoves, refrigerators, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, and all additions thereto and replacements therefor (excluding, however, any of the foregoing to the extent owned by a tenant under a Lease for so long as the same do not become property of Debtor under such Lease);

8. all development rights associated with the Land and/or the Improvements, whether previously or subsequently transferred to the Land and/or the Improvements from other real property or now or hereafter susceptible of transfer from the Land and/or the Improvements to other real property, including, all development rights appurtenant to the Land and/or the Improvements under any Legal Requirements;

9. in each case, to the extent assignable pursuant to the terms thereof and applicable law, all Permits;

10. all awards and payments, including interest thereon, resulting from the exercise of any right of eminent domain or any other public or private taking of, injury to, or decrease in the value of, any of such property;

11. all other and greater rights and interests of every nature in the Land and/or the Improvements and in the possession or use thereof and income therefrom, whether now owned or subsequently acquired by Debtor;

12. all contract rights with respect to, or that may in any way pertain to, the foregoing and all refunds, rebates, security deposits or other expectancy under or from any such account or contract right;

13. any Property Record Agreement;

14. all insurance proceeds in respect of the foregoing Property;

15. the balance of the property interests associated with the Land and the Improvements to the extent not already included in this definition of "Property"; and

16. all proceeds of each and every of the foregoing.

II. Chattels: Collectively, whether now owned or hereafter acquired, all goods (including all "Goods" as defined in the UCC), fixtures (including all "Fixtures" as defined in the UCC), inventory (including all "Inventory" as defined in the UCC), equipment (including all "Equipment" as defined in the UCC), building and other materials, supplies, and other tangible personal property of every nature (but excluding (i) all such chattels, trade fixtures and personal property of Tenants under Leases that are not and do not become the property of Debtor under

such Leases and (ii) all personal property leased or licensed by Debtor pursuant to equipment leases, license agreements or other agreements with third parties), used, intended for use, or reasonably required in the construction, development, operation or maintenance of the Property, together with all accessions thereto, replacements and substitutions therefor, and proceeds thereof.

III. Intangible Personalty: Collectively, whether now owned or hereafter acquired, all Intellectual Property, Account Collateral, Permits, Contracts, contract rights (including rights to receive insurance proceeds) and general intangibles relating to or arising from Debtor's construction, ownership, use, operation, leasing or sale of all or any part of the Property, including any air rights or development rights that Debtor may have or that Debtor may hereafter acquire (excluding, however, any intangible property owned by any Tenant under any Lease that is not and does not become the property of Debtor under such Lease).

IV. Other Collateral: All of Debtors' right, title, interest and estate in and to the following (collectively, the "Collateral"): any part of the Property, the Chattels and the Intangible Personalty that may or might now or hereafter be or be deemed to be personal property, fixtures or property other than real estate.

Definitions

Capitalized terms not defined in the Exhibit shall have their respective meanings as set forth in the Mortgage.

1. **Account Collateral:** Collectively, (i) all funds, money or cash from time to time on deposit in the Accounts, (ii) all of Debtor's right, title and interest in and to the Accounts and such funds, (iii) all proceeds and all rights to payment from the Accounts and such funds and all interest accruing thereon, (iv) any dividends, certificates, instruments and securities or other "investment property" (as defined in the UCC), if any, representing such funds, (v) all claims, demands, general intangibles, choses in action and other rights or interests of Debtor in respect of the Accounts and such funds, (vi) any increases, renewals, extensions, substitutions and replacements thereof, (vii) any funds held by Debtor or any Property Manager or other agent of Debtor that are required to be deposited into the Deposit Account pursuant to the terms of the Loan Agreement or pursuant to the terms of any other Loan Document, and (viii) all proceeds of the foregoing.

2. **Accounts:** Shall have the meaning set forth in the Loan Agreement.

3. **Administrative Agent:** Secured Party, as administrative agent for Lender.

4. **Capital Expenditures:** Shall have the meaning set forth in the Loan Agreement.

5. **Closing Date:** Shall mean April 8, 2022.

6. **Contracts:** Shall have the meaning set forth in the Loan Agreement.

7. **Deposit Account:** Shall have the meaning set forth in the Loan Agreement.

8. **Gross Revenue:** all payments and other revenues (exclusive, however, of any payments attributable to sales taxes) received by or on behalf of (including, without limitation, amounts that would otherwise be received by or on behalf of Debtor that Debtor or any Affiliate of Debtor instead directs to be paid to a third party) Debtor from all sources related to the ownership or operation of the Property, including prepaid or other rents, parking fees, licensing fees, Termination Fees and other fees, income, receipts, revenues, issues, profits, advances, oil and gas or other mineral royalties and bonuses, interest, security deposits (to the extent that such security deposits are applied to Tenant obligations or are no longer subject to being returned to the applicable Tenant), business or rental loss insurance proceeds, operating expense pass-through revenues, direct expense reimbursements, common area maintenance charges, refunds, rebates and reimbursements (other than by Administrative Agent or Lender) of any Operating Expenses, including Property Impositions, or Capital Expenditures related to the Property previously paid (excluding amounts required to be returned to Tenants), Capital Proceeds, payments received by or on behalf of Debtor as compensation or as settlement of claims or litigation, and payments under an indemnity or other similar matters with respect to Debtor or the Property, in each case, for the relevant period for which the calculation of Gross Revenue is being made.

9. **Improvements:** Collectively, all buildings, structures and other improvements now or hereafter located on the Land.

10. **Indebtedness:** has the meaning set forth in the Loan Agreement.

11. **Intellectual Property:** Collectively, whether now owned or hereafter acquired, (i) all trademark licenses, trademarks, rights in intellectual property, trade names, logos, service marks and copyrights, copyright licenses, patents, and patent licenses owned, licensed or used by Debtor in the operation of the Property or in the conduct of the business of Debtor, whether registered or unregistered, (ii) the license to use such intellectual property and (iii) other proprietary business information relating to Debtor's policies, procedures, manuals and trade secrets.

12. **Land:** Collectively, the tract or tracts of land described on Exhibit B and any land lying between the boundaries of such tract or tracts and the center line of any adjacent street, road, avenue, or alley, whether opened or proposed, and any tidelands or filled lands within the boundaries described on Exhibit B, as well as all rights-of-way, easements, Property Record Agreements and other appurtenances thereto.

13. **Leases:** Any and all present and future leases, subleases, licenses or other use and occupancy agreements (including all amendments, modifications, supplements, side letters and guaranties with respect thereto) under the terms of which any Person other than Debtor has or acquires any right to occupy or use the Property, or any part thereof, in each case, by or on

behalf of Debtor. Notwithstanding the foregoing, "Lease" shall not include (i) any Contracts, including, without limitation, any Material Contracts, (ii) utility and other easements that are Permitted Encumbrances, including, without limitation, any Property Record Documents, (iii) the Management Agreement and any Listing Agreement, and (iv) the TRS Services Agreement.

14. **Legal Requirements:** Shall have the meaning set forth in the Loan Agreement.

15. **Lender:** Individually or collectively, as the context may require, the co-lenders as may exist from time to time under the Loan Agreement.

16. **Listing Agreement:** Shall have the meaning set forth in the Loan Agreement.

17. **Loan Agreement:** That certain Loan Agreement, dated as of the Closing Date, made by and among Debtor, Secured Party and Lender, as the same may be modified, amended and/or supplemented from time to time.

18. **Loan Documents:** Shall have the meaning set forth in the Mortgage.

19. **Operating Expenses:** Shall have the meaning set forth in the Loan Agreement.

20. **Permits:** Collectively, all permits, approvals, licenses, certificates (including certificates of occupancy), franchises, consents, entitlements and authorizations necessary for the development, ownership, use, occupancy, operation, leasing and maintenance of the Property and/or the conduct of the business of Debtor.

21. **Permitted Encumbrances:** Shall have the meaning set forth in the Mortgage.

22. **Person:** Shall have the meaning set forth in the Loan Agreement.

23. **Property Impositions:** (i) all taxes (or payments in lieu thereof) and assessments (general or special) that may be levied or imposed at any time against the Property or other Collateral and (ii) any other items included in the definition of "Property Impositions" in the Loan Agreement.

24. **Property Management Agreement:** Shall have the meaning set forth in the Loan Agreement.

25. **Property Manager:** Shall have the meaning set forth in the Loan Agreement.

26. **Property Record Agreement:** means any easement agreement, declaration or other similar agreement as more particularly defined in the Loan Agreement.

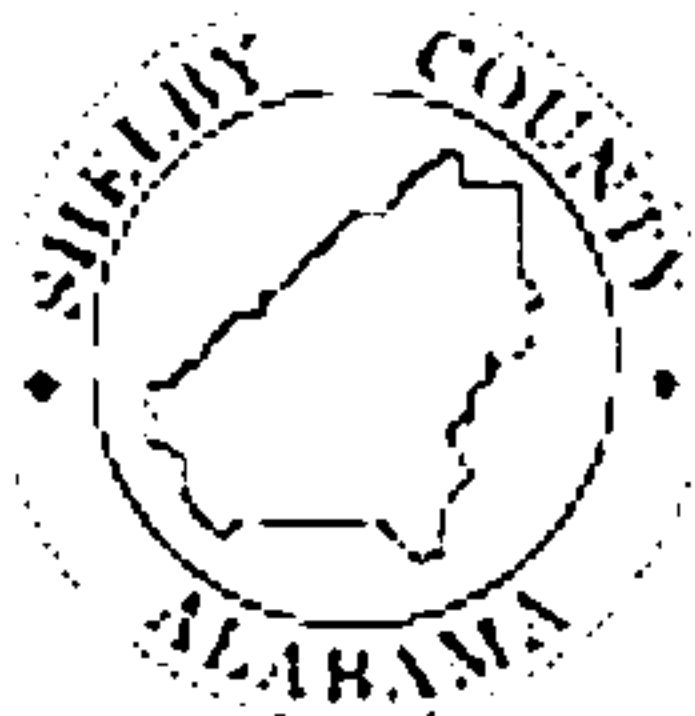
27. **Tenant:** Shall have the meaning set forth in the Loan Agreement.

28. **Termination Fees:** Shall have the meaning set forth in the Loan Agreement.
29. **UCC:** The Uniform Commercial Code as in effect from time to time in the State of Alabama.

EXHIBIT B

LEGAL DESCRIPTION

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.



**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/21/2022 08:55:53 AM
\$.00 CHARITY
20220421000163450**

Allie S. Bayl