NAME & PHONE OF CONTACT  E-MAIL CONTACT AT FILER (op.)  SEND ACKNOWLEDGMENT TO  Alston & Bird LLP  90 Park Avenue  New York, New York  Attn: Stephen J. Cerr	otional)  i: (Name and Address)  k 10016				
SEND ACKNOWLEDGMENT TO Alston & Bird LLP 90 Park Avenue New York, New York Attn: Stephen J. Cerr	(Name and Address)  k 10016				
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name will not fit in line 1b, leave all of		full name; do not omit, modify, or abbreviate any p ride the Individual Debtor information in item 10 of		•	
1a. ORGANIZATION'S NAME	<u></u>	<del></del>			
INVERNESS COR	NERS SC LLC				
15. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTR
51 Bodman Place, Suite	<del>2</del> <b>201</b>	Red Bank	NJ	07701	USA
MAILING ADDRESS  51 Bodman Place, St	uite 201	CITY  Red Bank	STATE	POSTAL CODE  07701	COUNTE
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3a. ORGANIZATION'S NAME					
3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	IADDITIO	ADDITIONAL NAME(S)/INITIAL(S)	
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MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNT
200 Harbor Boulevard,		Weehawken	NJ	07086	USA
<del>-</del>			attached here	eto and by this refe	erence m
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all those certain types or part hereof.  Check only if applicable and check or	items of property describ	Trust (see UCC1Ad, item 17 and Instructions)		d by a Decedent's Personal	
COLLATERAL: This financing state All those certain types or a part hereof.  Check only if applicable and check or a. Check only if applicable and check or Public-Finance Transaction	items of property describ	Trust (see UCC1Ad, item 17 and Instructions)		if applicable and check only o	ne box;

	CC FINANCING STATEMENT ADDITIONS LLOW INSTRUCTIONS	ONAL PARTY			
	NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Secause Individual Debtor name did not fit, check here	Statement; if line 1b was left blank			
	18a. ORGANIZATION'S NAME INVERNESS CORNERS SC LLC				
OR	18ь. IND!VIDUAL'S SURNAME	•			
	FIRST PERSONAL NAME				
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	***** * DOME OF **		
19.	ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name	ne (19a or 19b) (use exact, full name; do no		S FOR FILING OFFICE  by part of the Debtor's name)	
	19a. ORGANIZATION'S NAME INVERNESS CORNERS SC TIC 3 I		·		
OR		FIRST PERSONAL NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
	MAILING ADDRESS 51 Bodman Place, Suite 201	Red Bank	STATE	POSTAL CODE 07701	COUNTRY
20.	ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name	ne (20a or 20b) (use exact, full name; do no	ot omit, modify, or abbreviate as	ny part of the Debtor's name	}
	INVERNESS CORNERS SC TIC 4 I	$\mathbf{LC}$			
OR		FIRST PERSONAL NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
	MAILING ADDRESS 51 Bodman Place, Suite 201	Red Bank	STATE	POSTAL CODE 07701	COUNTRY
21.	ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name 21a. ORGANIZATION'S NAME  INVERNESS CORNERS SC TIC 5 I		t omit, modify, or aboreviate ar	ny part of the Debtor's name	)
OR		FIRST PERSONAL NAME	ADDIT!O	NAL NAME(S)/INITIAL(S)	SUFFIX
	MAILING ADDRESS 51 Bodman Place, Suite 201	Red Bank	STATE	POSTAL CODE <b>07701</b>	COUNTRY
22.		ASSIGNOR SECURED PARTY'S	S NAME: Provide only <u>one</u> na	ame (22a or 22b)	
	22a. ORGANIZATION'S NAME				
OR	22b. !NDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
220	. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
23.		ASSIGNOR SECURED PARTY'S	S NAME: Provide only <u>one</u> na	ame (23a or 23b)	
	23a. ORGANIZATION'S NAME				
OR	23b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADD!TIC	NAL NAME(S)/INITIAL(S)	SUFFIX
230	MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
24.	. MISCELLANEOUS:	······································		· · · · · · · · · · · · · · · · · · ·	

#### UCC FINANCING STATEMENT ADDITIONAL PARTY **FOLLOW INSTRUCTIONS** 18. 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 18a. ORGANIZATION'S NAME INVERNESS CORNERS SC LLC 18b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(\$)/INITIAL(\$) SUFFIX THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 19b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) 19a. ORGANIZATION'S NAME INVERNESS CORNERS SC TIC 7 LLC 195. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX 19c. MAILING ADDRESS POSTAL CODE STATE COUNTRY 151 Bodman Place, Suite 201 Red Bank 07701 **USA** NJ 20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) 20a. ORGANIZATION'S NAME INVERNESS CORNERS SC TIC 8 LLC 20b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX 20c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY 151 Bodman Place, Suite 201 Red Bank 07701 **USA** NJ 21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) 21a, ORGANIZATION'S NAME INVERNESS CORNERS SC TIC 9 LLC OR 21b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX 21c. MAILING ADDRESS STATE POSTAL CODE COUNTRY 151 Bodman Place, Suite 201 Red Bank **USA** NJ 07701 ADDITIONAL SECURED PARTY'S NAME OF ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b) 22a. ORGANIZATION'S NAME 22b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX 22c. MAILING ADDRESS CITY POSTAL CODE STATE COUNTRY ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b) 23a. ORGANIZATION'S NAME 23b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX 23c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

24. MISCELLANEOUS:

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IAME OF FIRST DEBTOR: Same as line 1a or 1b on Finar ecause Individual Debtor name did not fit, check here	ncing Statement; if line 1b was left blank			
9a. ORGANIZATION'S NAME INVERNESS CORNERS SC LLC				
9b. INDIVIDUAL'S SURNAME	· · · · · · · · · · · · · · · · · · ·			
FIRST PERSONAL NAME				
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	THE ABOVE SPACE	IS FOR FILING OFFIC	CE USE ONL
DEBTOR'S NAME: Provide (10a or 10b) only <u>one</u> addition do not omit, modify, or abbreviate any part of the Debtor's name				
INVERNESS CORNERS SC TIC  10b. INDIVIDUAL'S SURNAME  INDIVIDUAL'S FIRST PERSONAL NAME	C 10 LLC			
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)		<u> </u>		SUFFIX
MAILING ADDRESS 51 Bodman Place, Suite 201	Red Bank	STATE	POSTAL CODE 07701	COUNT
ADDITIONAL SECURED PARTY'S NAME or 11a. ORGANIZATION'S NAME	ASSIGNOR SECURED PARTY'S N	AME: Provide only <u>one</u> na	ame (11a or 11b)	
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIC	NAL NAME(S)/INITIAL(S	SUFFIX
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNT
ADDITIONAL SPACE FOR ITEM 4 (Collateral):				
REAL ESTATE RECORDS (if applicable)	covers timber to be cut	viT: covers as-extracted	collateral  is filed	as a fixture filin
REAL ESTATE RECORDS (if applicable)  Name and address of a RECORD OWNER of real estate descr	covers timber to be cut	covers as-extracted		as a fixture filin
This FINANCING STATEMENT is to be filed [for record] ( REAL ESTATE RECORDS (if applicable)  Name and address of a RECORD OWNER of real estate descr (if Debtor does not have a record interest):	covers timber to be cut ribed in item 16 16. Description of real estate:	covers as-extracted		as a fixture filin

# EXHIBIT A TO UCC-1 FINANCING STATEMENT COLLATERAL DESCRIPTION

**DEBTOR:** 

INVERNESS CORNERS SC LLC, INVERNESS CORNERS SC TIC 2 LLC, INVERNESS CORNERS SC TIC 3 LLC, INVERNESS CORNERS SC TIC 5 LLC, INVERNESS CORNERS SC TIC 5 LLC, INVERNESS CORNERS SC TIC 7 LLC, INVERNESS CORNERS SC TIC 9 LLC, INVERNESS CORNERS SC TIC 10 LLC

SECURED PARTY: UBS BANK USA

This collateral covered by the financing statement is all of the Debtor's right, title and interest in, to and under the following described property and the proceeds thereof, whether now owned or existing, hereafter acquired or arising, or in which the Debtor now or hereafter has any rights (the "Property"):

- (a) <u>Land</u>. The real property described in <u>Exhibit B</u> attached hereto and made a part hereof (the "<u>Land</u>");
- (b) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land or for any other use and all additional lands and estates therein which may, from time to time, by supplemental deed to secure debt or otherwise be expressly made subject to the lien of the Security Instrument, regardless of the ownership thereof (the "Additional Land");
- (c) <u>Improvements</u>. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land or the Additional Land (collectively, the "<u>Improvements</u>");
- (d) Easements and Other Beneficial Interests. 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, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land, the Additional Land, and the Improvements and the reversion and reversions, remainder 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, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land or the Additional Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

- (e) Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or the Land or the Additional Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Debtor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "Equipment"). Notwithstanding the foregoing, "Equipment" shall not include any property belonging to tenants under leases except to the extent that Debtor shall have any right or interest therein;
- <u>Fixtures</u>. All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the Land or the Additional Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land or the Additional Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "Fixtures"). Notwithstanding the foregoing, "Fixtures" shall not include any property which are exclusively owned by Tenants or tenants are entitled to remove pursuant to leases except to the extent that Debtor shall have any right or interest therein;
- (g) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code as hereinafter defined), other than Fixtures, which are now or hereafter owned by Debtor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the

proceeds thereof (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"), superior in lien to the lien of the Security Instrument and all proceeds and products of the above, provided, however, Personal Property shall not include any personal property exclusively owned by any Tenant at the Property except to the extent that Debtor shall have any right or interest therein;

- Leases and Rents. All leases and other agreements affecting the use, (h) enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy <u>Code</u>") (collectively, the "<u>Leases</u>") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, any lease guaranties, letters of credit, cash or securities deposited thereunder to secure the performance by the tenants of their obligations thereunder and all rents, additional rents, revenues, fees payable under the Leases (including, without limitation, any fees or other amounts payable in connection with the termination or cancellation of any Lease with respect to all or a portion of the space demised thereunder), issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (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;
- (i) <u>Condemnation Awards</u>. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, 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;
- (j) <u>Insurance Proceeds</u>. Subject to the terms of Article 5 of the Loan Agreement, all proceeds of and any unearned premiums on 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;
- (k) <u>Tax Certiorari</u>. 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;
- (l) <u>Rights</u>. 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;

- (m) Agreements. All agreements, contracts, certificates, instruments, letters of credit, 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 respecting 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 under the Security Instrument, to receive and collect any sums payable to Debtor thereunder;
- (n) <u>Trademarks</u>. 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;
- (o) <u>Proceeds</u>. All proceeds of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether cash, liquidation or other claims or otherwise;
- (p) <u>TIC Agreement</u>. Any and all rights of each TIC Borrower under the TIC Agreement, including, without limitation, any options to purchase and rights of first refusal, including, without limitation, any right of first refusal under Section 363(i) of the Bankruptcy Code; and
- (q) Other Rights. Any and all other rights of Debtor in and to the items set forth in Subsections (a) through (p) above.

Capitalized terms used herein without definition shall have the meanings assigned to them in that certain Loan Agreement dated as of July 19, 2022 between Debtor and Secured Party (as the same may hereafter be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement").

This UCC Financing Statement is filed in connection with that certain Mortgage and Security Agreement (and Fixture Filing) dated as of July 19, 2022 given by Debtor for the benefit of Secured Party (the "Security Instrument"), covering *inter alia* the interest of Debtor in the Property.

## EXHIBIT B TO UCC-1 FINANCING STATEMENT

### LEGAL DESCRIPTION

Lot 1-A per the Resurvey of Lot 1 - Inverness Corners Subdivision recorded in Map Book 50, Page 96; Lot 1B-1 per the Resurvey of Lot 1B · Inverness Corners Subdivision recorded in Map Book 51, Page 76; Lot 3 of Inverness Corners Subdivision recorded in Map Book 44, Page 113; and Lot D-2-A per the Survey of Inverness Corners to create Outparcel "E" & being a Resurvey of Lot D-2 recorded in Map Book 26, Page 84, each in the Judge of Probate Office of Shelby County, Alabama.

Together with all easements, rights, titles and interests appurtenant thereto, including but not limited to those granted by the following instruments:

Reciprocal Easement Agreement by and between Metropolitan Life Insurance Company and Investment Associates, LLC, recorded as Instrument No. 20031205000788530, in the Probate Records of Shelby County, Alabama

Reciprocal Easement Agreement by and between Metropolitan Life Insurance Company and Pier Group, Inc., recorded as Instrument No. 1996-14793, in the Probate Records of Shelby County, Alabama

Non-exclusive access and utility easements as described in that certain Reciprocal Easement Agreement by and between Metropolitan Life Insurance Company and Mountainview, LLC, dated October 14, 2005, and recorded as Instrument No. 20051019000544000, in the Probate Records of Shelby County, Alabama



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/25/2022 10:35:55 AM
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