

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)
Maggie McGill (704) 503-2560

B. E-MAIL CONTACT AT SUBMITTER (optional)
MMcGill@kslaw.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)
King & Spalding LLP
300 South Tryon Street
Suite 1700
Charlotte, NC 28202
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

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
Birmingham 4600 APL MP, LLC

OR

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

1c. MAILING ADDRESS
One Town Center Road, Suite 300

CITY
Boca Raton

STATE
FL

POSTAL CODE
33486

COUNTRY
US

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
Truist Bank

OR

3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

3c. MAILING ADDRESS
303 Peachtree Street N.E., 3rd Floor

CITY
Atlanta

STATE
GA

POSTAL CODE
30308

COUNTRY
US

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

See attached Schedule 1 describing collateral located at the real property described on Exhibit A hereto.

This instrument is being recorded as additional security for that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing being recorded immediately prior hereto in the records of the Office of the Judge of Probate of Shelby County, Alabama.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, Item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:
Filed with: AL - Shelby County

F#1081737
A#1480352

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 <input type="checkbox"/>	
9a. ORGANIZATION'S NAME Birmingham 4600 APL MP, 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 <u>one</u> 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					
OR	10a. ORGANIZATION'S NAME				
	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. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S NAME <u>or</u> <input type="checkbox"/> ASSIGNOR SECURED PARTY'S NAME: Provide only <u>one</u> name (11a or 11b)					
OR	11a. ORGANIZATION'S NAME				
	11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
	11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)	14. This FINANCING STATEMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> 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: Please see Exhibit A attached hereto and incorporated herein.

17. MISCELLANEOUS:

Schedule 1

Financing Statement (*continued*)

Name of Debtor: BIRMINGHAM 4600 APL MP, LLC, a Delaware limited liability company

Name of Secured Party: TRUIST BANK, a North Carolina banking corporation

Date: July 30, 2025

Item No. 4:

All of Debtor's right, title and interest now owned or hereafter acquired in and to the following property (collectively, the "**Property**"):

As used herein, the following terms shall have the following meanings:

(a) "**Indebtedness**": means the sum of all principal, interest and all other amounts due under or secured by the Loan Documents, including all future advances under the terms of the Loan Documents.

(b) "**Loan**": means loan in the maximum principal amount of up to TWO HUNDRED SEVENTY-FOUR MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$274,100,000.00) (as the same may be increased from time to time in accordance with the terms of the Loan Agreement) made to the Debtor and the other Borrower parties joined thereto from time to time (the "**Other Borrowers**") pursuant to the Loan Agreement by the Secured Party, as evidenced and secured by the Loan Documents.

(c) "**Loan Documents**": means, collectively (a) the Term Loan Agreement dated as of the date hereof, among Secured Party, Debtor and the Other Borrowers thereto (as amended, modified, supplemented, extended, renewed or replaced from time to time, the "**Loan Agreement**"); (b) one or more amended and restated promissory notes of even date herewith, executed by Debtor and certain of the Other Borrowers, payable to Secured Party under the Loan Agreement, in the stated aggregate principal amount of up to \$274,100,000.00 (as amended, restated, replaced, supplemented, increased, extended or otherwise modified from time to time, collectively, the "**Note**"); (c) one or more promissory notes executed by certain of the Other Borrowers from time to time under the provisions of the Loan Agreement; (d) the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the date hereof (the "**Mortgage**"); (e) all guaranties entered into by Debtor in favor of Secured in connection with any other loans made from time to time to any Other Borrowers under the provisions of the Loan Agreement; (f) all other documents included within the definition of "Loan Documents" in the Loan Agreement, (g) all other documents now or hereafter executed by Debtor or the Other Borrowers to the Loan Agreement or any other person or entity, to evidence, secure or guaranty the payment of all or any portion of the Indebtedness or the performance of all or any portion of the Obligations or otherwise executed in connection with the Note or the Mortgage, and (h) all modifications, restatements, extensions, renewals and replacements of the foregoing; provided however, in no event shall the term "Loan Documents" include the Environmental Indemnification Agreement.

(d) **“Mortgaged Property”**: means all estate right, title, interest, claim and demand whatsoever which Debtor now or hereafter acquires, either in law or in equity, in possession, or expectancy, of, in and to: i. the real property described in **Exhibit A attached hereto and made a part herewith**, together with any greater estate therein as hereafter may be acquired by Debtor (the **“Land”**), b. all buildings, structures and other improvements, now or at any time situated, placed or constructed upon the Land (the **“Improvements”**), c. all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Debtor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the **“Fixtures”**), d. all goods, accounts, general intangibles, investment property, instruments, letters of credit, letter-of-credit rights, deposit accounts, documents, chattel paper and all other personal property of any kind or character, including such items of personal property as presently or hereafter defined in the UCC, now owned or hereafter acquired by Debtor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land and Improvements or which may be used in or relating to the planning, development, financing or operation of the Mortgaged Property, including, without limitation, furniture, furnishings, equipment, machinery, money, insurance proceeds, accounts, contract rights, software, trademarks, goodwill, promissory notes, electronic and tangible chattel paper, payment intangibles, documents, trade names, licenses and/or franchise agreements, rights of Debtor under leases of Fixtures or other personal property or equipment, inventory, all refundable, returnable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Debtor with any governmental authorities, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs, and commercial tort claims arising from the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Mortgaged Property (the **“Personalty”**), e. all reserves, escrows or impounds required under the Loan Agreement and all deposit accounts (including accounts holding security deposits) maintained by Debtor with respect to the Mortgaged Property, f. all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof (the **“Plans”**), g. all leases, subleases, licenses, concessions, occupancy agreements, rental contracts, or other agreements (written or oral) now or hereafter existing relating to the use or occupancy of all or any part of the Mortgaged Property, together with all guarantees, letters of credit and other credit support, modifications, extensions and renewals thereof (whether before or after the filing by or against Debtor of any petition of relief under 11 U.S.C. § 101 *et seq.*, as same may be amended from time to time (the **“Bankruptcy Code”**)) and all related security and other deposits (collectively, the **“Leases”**) and all of Debtor’s claims and rights to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code, h. all of the rents, revenues, liquidated damages payable upon default under the Leases, issues, income, proceeds, profits, and all other payments of any kind under the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (the **“Rents”**), i. all other agreements, such as construction contracts, architects’ agreements, engineers’ contracts, utility contracts, maintenance agreements, franchise agreements, service contracts, permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation,

maintenance, enjoyment, acquisition or ownership of the Mortgaged Property (the “**Property Agreements**”), j. all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, and all right, title and interest, if any, of Debtor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof, k. all insurance policies (regardless of whether required by Secured Party), unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Debtor, l. all mineral, water, oil and gas rights now or hereafter acquired and relating to all or any part of the Mortgaged Property, m. all tradenames, trademarks, service marks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Mortgaged Property; n. all of Debtor’s right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty, and o. all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof. As used in the Mortgage, the term “Mortgaged Property” shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

(e) “**Obligations**”: means all of the agreements, covenants, conditions, warranties, representations and other obligations (other than to repay the Indebtedness) made or undertaken by Debtor or any other person or entity to Secured Party or others as set forth in the Loan Documents. Without limiting the generality of the foregoing, Debtor acknowledges the Environmental Indemnification Agreement pursuant to which Debtor has agreed, among other things, to indemnify Secured Party from any and all losses arising out of or relating to the Liabilities (as those terms are defined therein) shall in no event be deemed to be a Loan Document for the purposes of the Mortgage and that notwithstanding any other provision hereof, the Mortgage does not secure the payment or performance of any obligation or indebtedness of Debtor described therein with respect to any liability, expense, loss or damage arising out of the existence or the removal of, or the failure to remove any hazardous or toxic material, chemical, substance or waste on or in the Mortgaged Property now or hereafter located thereon.

(f) “**UCC**”: mean the Uniform Commercial Code of the State of New York in effect from time to time or, if the creation, perfection or enforcement of any security interest herein granted is governed by the laws of a state other than the State of New York, then, as to the matter in question, the Uniform Commercial Code in effect in that state from time to time.

Capitalized terms not otherwise defined herein shall have the meaning set forth in the Loan Agreement or the Mortgage.

EXHIBIT A

Legal Description

PARCEL 1

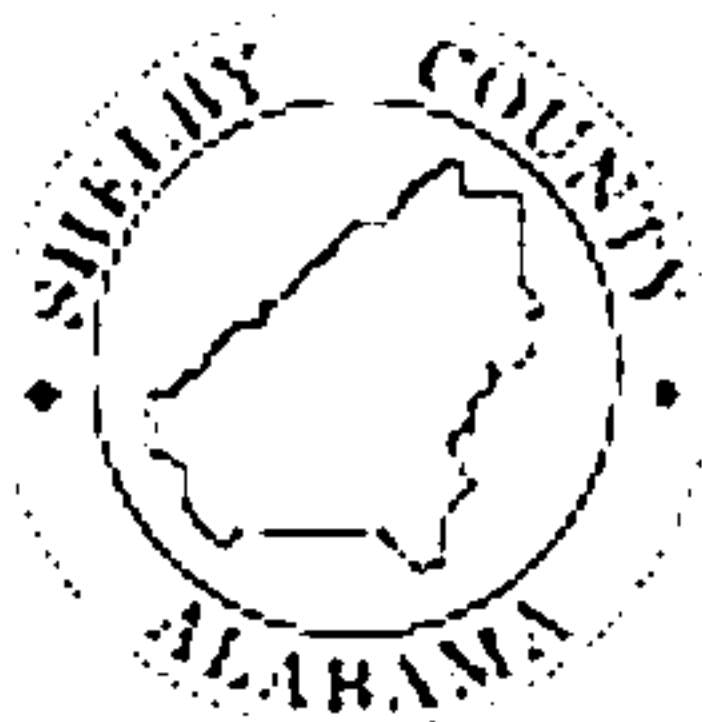
LOT 1, ACCORDING TO THE SURVEY OF RIVER RIDGE PLAZA, AS RECORDED IN MAP BOOK 26, PAGE 14, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

PARCEL 2

BENEFICIAL EASEMENTS GRANTED IN THAT CERTAIN RECIPROCAL EASEMENT AND OPERATING AGREEMENT EXECUTED BY AND BETWEEN ST. VINCENT'S HOSPITAL AND RIVER RIDGE RETAIL COMPANY, L.L.C., DATED SEPTEMBER 9, 1999, AND RECORDED IN INSTRUMENT NO. 1995-38039 IN THE AFORESAID PROBATE OFFICE.

PARCEL 3

BENEFICIAL EASEMENTS GRANTED IN THAT CERTAIN SIXTH AMENDMENT TO AND RESTATEMENT OF CERTAIN PROVISIONS OF RESTRICTIVE COVENANTS RECORDED IN INSTRUMENT NO. 1992-10301, AS MODIFIED BY CONSENT AND WAIVER AS TO RESTRICTIVE COVENANTS RECORDED IN INSTRUMENT NO. 1999-38031, IN THE AFORESAID PROBATE OFFICE.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/05/2025 10:10:24 AM
\$47.00 BRITTANI
20250805000238480

Allen S. Bayl