

NORTH CAROLINA UCC-1 (Rev. 1/1/91)  
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT  
(READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM)This FINANCING STATEMENT is presented to a Filing Officer for  
filing pursuant to the Uniform Commercial Code.No. of Additional  
Sheets Presented:

213920

(1) Debtor(s) (PLEASE TYPE)

(Last Name First) and Address(es):

TAM KERNERSVILLE DEVELOPMENT COMPANY LLC  
c/o The Midland Group  
Westpark I, Suite 200  
12655 Olive Boulevard  
St. Louis, MO 63141

(2) Secured Party(ies) (Name(s) And Address(es):

FIRST UNION NATIONAL BANK OF  
NORTH CAROLINA  
301 South Tryon Street  
Charlotte, NC 28288-0146FILED JOHN HOLLERMAN  
REGISTER OF DEEDS  
FORSYTH COUNTY, NCAUG 22, 11:58 PM '95  
\$8.00 PAID(3) (a) ☒ Collateral is or includes fixtures.  
(b) ☐ Timber, Minerals or Accounts Subject  
to G.S. 25-9-103(5) are covered  
(c) ☐ Crops Are Growing Or To Be Grown  
On Real Property Described In Section (5).  
If either block 3(a) or block 3 (b) applies describe real  
estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):

FIXTURES

For  
Filing  
Officer

Crystal Clinard

(5) This Financing Statement Covers the Following types [or items] of property.

See Schedule A Attached Hereto

☐ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Secured Party(ies) [or Assignee]

(See Exhibit B for Signatures)

(By)

(By)

Standard Form Approved by N.C. Sec. of State

Signature of Secured Party Permitted in Lieu of Debtor's Signature

(1) Collateral is subject to Security Interest In Another Jurisdiction  
and ☒☐ Collateral Is Brought Into This State☐ Debtor's Location Changed To This State

(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy—Numerical

## SCHEDULE A

All of Debtor's right, title and interest in and to the following personal property of the Debtor, wherever located and whether now or hereafter existing or now owned or hereafter acquired or arising:

(a) All furniture, fixtures, equipment and other articles of tangible personal property, including but not limited to, all furniture, furnishings, apparatus, machinery, equipment, motors, elevators, fittings, radiators, ranges, refrigerators, awnings, shades, screens, blinds, carpeting, office equipment and other furnishings and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment, telephone systems, televisions and television systems, computer systems and fixtures and appurtenances thereto and all renewals or replacements thereof or articles in substitution thereof, whether or not the same are or shall be attached to the real property described on Exhibit A and improvements thereon in any manner;

(b) all general intangibles of the Debtor including, without limitation, all accounts, contracts, contract rights, leases, equipment leases, rental agreements, choses of action, causes of action, licenses, franchises, tax refunds, rights under guaranties, rights to indemnification, inventions, designs, patent applications, patents, service marks, trademarks, trade names, trade secrets, goodwill and all other intellectual and intangible property of the Debtor of any kind;

(c) All documents, policies and certificates of insurance, chattel paper, instruments, moneys, securities, drafts, security deposits, rents, issues, profits, leases and revenues whether or not related to the real property described on Exhibit A;

(d) All books, records, files, computer programs, computer software, data processing records and correspondence in any way related to any of the collateral;

(e) All materials, reserves, deferred payments, deposits or advance payment for materials, undisbursed loan proceeds, or refunds for overpayment; and

(f) Any and all products and proceeds of any of the foregoing (including, but not limited to, any claims to any items referred to in this definition, and any claims of the Debtor against third parties for loss of, damage to or destruction of any or all of the collateral or for proceeds payable under, or unearned premiums with respect to, policies of insurance) in whatever form, including, but not limited to, cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements and other documents and the proceeds of such proceeds.

A portion of the above described personal property are, are to be or may be affixed to real property more particularly described on Exhibit A and the improvements on such real property.

The record owner of the real property described in Exhibit A attached hereto is Debtor.

Initial: \_\_\_\_\_

C:\ECHO\1868\20609

BK1868 P3731

EXHIBIT A  
TO UCC FINANCING STATEMENT  
FROM T&M KERNERSVILLE DEVELOPMENT COMPANY, L.L.C. (DEBTOR)  
TO FIRST UNION NATIONAL BANK OF NORTH CAROLINA (SECURED PARTY)

BEING all of Lots 1, 2, 3, 4, 5, 6 and 7 as shown on that certain map consisting of three pages, entitled "Final Plat Kernersville Shopping Center Century Place Boulevard," dated August 7, 1995, and recorded in Plat Book 338, Pages 119, 120 and 121, Forsyth County Registry.

TOGETHER WITH and including all of the right, title and interest of Grantor in and to the non-exclusive easements appurtenant to any or all of said Lots 1, 2, 3, 4, 5, 6 and 7 created in (1) that certain Declaration of Reciprocal Easements and Restrictions recorded in Book 1868, Page 3681, Forsyth County Registry, (2) that certain Deed of Easement recorded in Book 1868, Page 3663, Forsyth County Registry, or (3) that certain map recorded in Plat Book 38, Pages 119, 120, and 121, Forsyth County Registry.

kmh/081895g  
13564.004

BK1868 P3732

EXHIBIT B  
TO UCC FINANCING STATEMENT  
BY AND BETWEEN  
FIRST UNION NATIONAL BANK OF NORTH CAROLINA  
AND  
T & M KERNERSVILLE DEVELOPMENT COMPANY, L.L.C.,  
A NORTH CAROLINA LIMITED LIABILITY COMPANY

IN WITNESS WHEREOF, the Debtor has caused this Financing Statement to be executed this  
10th day of August, 1995.

DEBTOR:

T & M KERNERSVILLE DEVELOPMENT COMPANY, L.L.C.  
a North Carolina limited liability company (SEAL)

By: MIDLAND KERNERSVILLE DEVELOPMENT, L.L.C. (SEAL)

X  
By:  (SEAL)  
Administrative Partner