

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM**

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
AUG 21 2018

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON Sara W. Bernard, P.A. (407) 839-4211
B. SEND ACKNOWLEDGEMENT TO: Name: Sara W. Bernard, P.A. Address: c/o Broad and Cassel LLP Address: 390 N. Orange Avenue, Suite 1400 City/State/Zip: Orlando, Florida 32801

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (1a OR 1b) – Do Not Abbreviate or Combine Names

1.a ORGANIZATION'S NAME University of Central Florida Real Estate Foundation, L.L.C.							
1.b INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME		SUFFIX	
1.c MAILING ADDRESS Line One 12424 Research Parkway, Suite 140		This space not available.					
MAILING ADDRESS Line Two		CITY		STATE FL	POSTAL CODE	COUNTRY USA	
1.d TAX ID#	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	1.e TYPE OF ORGANIZATION Limited Liability Company		1.f JURISDICTION OF ORGANIZATION Florida		1.g ORGANIZATIONAL ID# 59-6211832 <input type="checkbox"/>	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b) – Do Not Abbreviate or Combine Names

2.a ORGANIZATION'S NAME							
2.b INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME		SUFFIX	
2.c MAILING ADDRESS Line One		This space not available.					
MAILING ADDRESS Line Two		CITY		STATE	POSTAL CODE	COUNTRY	
2.d TAX ID#	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	2.e TYPE OF ORGANIZATION		2.f JURISDICTION OF ORGANIZATION		2.g ORGANIZATIONAL ID# <input type="checkbox"/> NONE	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (3a OR 3b)

3.a ORGANIZATION'S NAME Orange County, Florida							
3.b INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME		SUFFIX	
3.c MAILING ADDRESS Line One 201 S. Rosalind Avenue, 5 th Floor		This space not available.					
MAILING ADDRESS Line Two		CITY Orlando		STATE FL	POSTAL CODE 32801	COUNTRY USA	

4. This FINANCING STATEMENT covers the following collateral:

All personal property and fixtures of Debtor listed on Schedule A attached hereto and incorporated herein, now owned or hereafter existing and/or acquired and related to the real property more particularly described in Exhibit A hereto.

THIS FINANCING STATEMENT SHALL NOT INCLUDE OR COVER AND "COLLATERAL" SHALL NOT INCLUDE ANY OR ALL OF THE PERSONAL PROPERTY OWNED BY ANY TENANTS NOW OR IN THE FUTURE LEASING ALL OR ANY PORTION OF THE LAND OR THE PROPERTY.

5. ALTERNATE DESIGNATION (if applicable) ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR
☐ AG. LIEN ☐ NON-UCC FILING ☐ SELLER/BUYER

6. Florida DOCUMENTARY STAMP TAX – YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

☒ All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.
☐ Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA Secretary of State of Florida

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM – ADDENDUM**

8. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT

8a. ORGANIZATION'S NAME

University of Central Florida Real Estate Foundation, L.L.C.

8b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

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9. MISCELLANEOUS:

10. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (10a OR 10b) – Do Not Abbreviate or Combine Names

10.a ORGANIZATION'S NAME

10.b INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10.c MAILING ADDRESS Line One

This space not available.

MAILING ADDRESS Line Two

CITY

STATE

POSTAL CODE

COUNTRY

10.d TAX ID#

REQUIRED ADD'L INFO
RE: ORGANIZATION
DEBTOR

10.e TYPE OF ORGANIZATION

10.f JURISDICTION OF ORGANIZATION

10.g ORGANIZATIONAL ID#
NONE

11. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (11a OR

11.a ORGANIZATION'S NAME

11.b INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11.c MAILING ADDRESS Line One

This space not available.

MAILING ADDRESS Line Two

CITY

STATE

POSTAL CODE

COUNTRY

12. This FINANCING STATEMENT covers timber to be cut or
as-extracted collateral, or is filed as a ☒ fixture filing.

13. Description of real estate:

See Schedule A attached hereto and made a part
hereof.

14. Name and address of a RECORD OWNER of above-described real
estate (if Debtor does not have a record interest):

15. Additional collateral description:

16. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or

Decedent's Estate

17. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY

Filed in connection with a Manufactured-Home Transaction – effective 30 years

SCHEDULE A

Financing Statement (continued)

Name of Debtor: University of Central Florida Real Estate Foundation, L.L.C.

Item No. 4:

This financing statement covers the following collateral:

All of Debtor's right, title and interest in and to all personal property of every kind and description, whether now existing or later acquired, which now is or which at any time hereafter may be attached to, erected upon, situated in or upon, forming a part of, appurtenant to, used or useful in the construction or operation of or in connection with, or arising from the use or enjoyment of all or any part of, or from any lease or agreement pertaining to, the real property or interests in it located in the County of Orange, State of Florida, as more particularly described in Exhibit A attached to and made a part of this financing statement (the "Land"), including, without limitation:

(a) (i) Any and all buildings, structures, improvements, alterations or appurtenances now or hereafter situated or to be situated on the Land (collectively the "Improvements"); and (ii) all right, title and interest of Debtor, now owned or hereafter acquired, in and to (1) all streets, roads, alleys, easements, rights-of-way, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent to, used in connection with or pertaining to the Land or the Improvements; (2) any strips or gores between the Land and abutting or adjacent properties; (3) all options to purchase the Land or the Improvements or any portion thereof or interest therein, and any greater estate in the Land or the Improvements; (4) all water and water rights, timber, crops and mineral interests on or pertaining to the Land (the Land, Improvements and other rights, titles and interests referred to in this clause (a) being herein sometimes collectively called the "Property");

(b) All fixtures, equipment, systems, machinery, furniture, furnishings, appliances, inventory, goods, building and construction materials, supplies, and other articles of personal property, of every kind and character, tangible and intangible (including software embedded therein), now owned or hereafter acquired and owned by Debtor, which are now or hereafter attached to or situated in, on or about the Land or the Improvements, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or the Improvements, and all renewals and replacements of, substitutions for and additions to the foregoing (the properties referred to in this clause (b) being herein sometimes collectively called the "Accessories," all of which are hereby declared to be permanent accessions to the Land);

(c) All (i) plans and specifications for the Improvements; (ii) Debtor's rights, but not liability for any breach by Debtor, under all commitments (including any commitments for financing to pay any of the secured indebtedness), insurance policies (or additional or

Financing Statement (continued)

Name of Debtor: University of Central Florida Real Estate Foundation, L.L.C.

supplemental coverage related thereto, including from an insurance provider meeting the requirements of the loan documents or from or through any state or federal government sponsored program or entity), contracts and agreements for the design, construction, operation or inspection of the Improvements and other contracts and general intangibles (including but not limited to payment intangibles, trademarks, trade names, goodwill, software and symbols) related to the Property or the operation thereof; (iii) deposits and deposit accounts arising from or relating to any transactions related to the Property, assessments or charges, money, accounts (including deposit accounts), instruments, documents, promissory notes and chattel paper (whether tangible or electronic) arising from or by virtue of any transactions related to the Property, and any account or deposit account from which Debtor may from time to time authorize Secured Party to debit and/or credit payments due with respect to the loan; (iv) permits, licenses, franchises, certificates, development rights, commitments and rights for utilities, and other rights and privileges obtained in connection with the Property; (v) leases, rents, royalties, bonuses, issues, profits, revenues and other benefits of the Property; (vi) as-extracted collateral produced from or allocated to the Land including, without limitation, oil, gas and other hydrocarbons and other minerals and all products processed or obtained therefrom, and the proceeds thereof; and (vii) engineering, accounting, title, legal, and other technical or business data concerning the Property which are in the possession of Debtor or in which Debtor can otherwise grant a security interest;

(d) All (i) accounts and proceeds (cash or non-cash and including payment intangibles) of or arising from the properties, rights, titles and interests referred to above in this Schedule A, including but not limited to proceeds of any sale, lease or other disposition thereof, proceeds of each policy of insurance (or additional or supplemental coverage related thereto, including from an insurance provider meeting the requirements of the loan documents or from or through any state or federal government sponsored program or entity) relating thereto (including premium refunds), proceeds of the taking thereof or of any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, by condemnation, eminent domain or transfer in lieu thereof for public or quasi-public use under any law, and proceeds arising out of any damage thereto; (ii) all letter-of-credit rights (whether or not the letter of credit is evidenced by a writing) Debtor now has or hereafter acquires and owns relating to the properties, rights, titles and interests referred to in this Schedule A, (iii) all commercial tort claims Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to in this Schedule A, and (iv) other interests of every kind and character which Debtor now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interests referred to above in this Schedule A and all property used or useful in connection therewith, including but not limited to rights of ingress and egress and remainders, reversions and reversionary rights or interests; and

(e) All proceeds and products of, additions and accretions to, substitutions and replacements for, and changes in any of the property referred to above in this Schedule A.

Any term used or defined in the Florida Uniform Commercial Code, as in effect from time to time, which is not defined in this Schedule A has the meaning given to that term in the

Financing Statement (continued)

Name of Debtor: University of Central Florida Real Estate Foundation, L.L.C.

Florida Uniform Commercial Code, as in effect from time to time, when used in this Schedule A. However, if a term is defined in Article 9 of the Florida Uniform Commercial Code differently than in another Article of the Florida Uniform Commercial Code, the term has the meaning specified in Article 9.

The filing of this financing statement shall not be construed to derogate from or impair the lienor provisions of the Mortgage with respect to any property described in it which is real property. The intention of Debtor and Secured Party is that everything used in connection with the production of income from that real property or adapted for use in or on it is and at all times and for all purposes and in all proceedings, both legal and equitable, shall be regarded as real property and part of the real property encumbered by the Mortgage, regardless of whether the same is physically attached to the Improvements. Similarly, nothing in this financing statement shall be construed to alter any of the rights of Secured Party as determined by the Mortgage or the priority of Secured Party's lien thereby created. This financing statement is declared to be for the protection of Secured Party in the event any court shall at any time hold that in order to be effective against a particular class of persons, including, but not limited to, the United States Government or any of its agencies, notice of Secured Party's priority of interest in any property or interests described in the Mortgage must be filed in the office where this financing statement is filed.

Financing Statement (continued)

Name of Debtor: University of Central Florida Real Estate Foundation, L.L.C.

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

Lot 1, BURNHAM INSTITUTE FOR MEDICAL RESEARCH AT LAKE NONA PHASE 1, according to the plat thereof, recorded in Plat Book 73, Pages 40 through 42, inclusive, in the Public Records of Orange County, Florida