

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

Register, Inc.
514 PIERCE ST.
ANOKA, MN 55303
(612) 421-1713

INSTRUCTIONS:

- PLEASE TYPE this form. Fold only along perforation for mailing.
- Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
- If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
- If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
- When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
- At the time of original filing, filing officer should return third copy as an acknowledgement. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Sun Riverchase, Inc. c/o SunAmerica Inc. One SunAmerica Center Los Angeles, CA 90076-6022 Tax ID/Social Security No. [REDACTED]	2. Secured Party(ies) and address(es) Column Financial, Inc. 3414 Peachtree Road, N.E. Suite 1140 Atlanta, GA 30326-1113 Tax ID/Social Security No. [REDACTED]	For Filing Officer (Date, Time, Number, and Filing Office)
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4. This financing statement covers the following types (or items) of property: See Exhibit A	5. Assignee(s) Secured Party and Address(es)
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This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so)	Filed with:
<input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state.	
<input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:	
Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input checked="" type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:	

By: <u>Sun Riverchase, Inc.</u> <u>[Signature]</u> Signature(s) of Debtor(s)	By: <u>Column Financial, Inc.</u> <u>[Signature]</u> Signature(s) of Secured Party(ies)
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Post # 1994-17867
06/03/1994-17867
12:28 PM CERTIFIED
SHELBY COUNTY CLERK OF PROBATE
002 MCD 16.00

EXHIBIT A

This financing statement covers the following types (or items) of property:

Debtor's partnership interest in Sun Riverchase, Limited Partnership (the "Partnership"), a California limited partnership, including the following:

1. All right, title and interest of Debtor as a partner in the Partnership, whether now owned or hereafter acquired, and all of Debtor's rights, title, interests and remedies and all other benefits of any kind whatsoever now existing or hereafter arising in respect of Debtor's partnership interest in the Partnership (including, without limitation, Debtor's percentage interest in the Partnership and the right to vote, if any, on Partnership matters) and any and all instruments, whether heretofore or hereafter acquired, evidencing such rights and interests (all of the foregoing being collectively referred to as the "Pledged Interest").
2. All of Debtor's right, title and interest in and to (i) all distributions of any kind whatsoever that are or shall become due and payable or distributable to Debtor from time to time (whether in the nature of profits or capital or otherwise) in respect of or in exchange for all or any portion of the Pledged Interest, (ii) all payments of every kind whatsoever that shall become and be due and payable or distributable to Debtor on account of the purchase, redemption, repurchase or other retirement of all or any portion of the Pledged Interest, and (iii) all other distributions of every kind whatsoever (whether in the nature of profits or capital or otherwise) which shall become and be due and payable or distributable to Debtor on or in respect of the Pledged Interest.
3. All products or proceeds and all replacements and substitutions of or from any of the foregoing.

PROVIDED, HOWEVER, that pursuant to that certain General Partnership Interest Pledge Agreement (the "Pledge Agreement"), dated June 1, 1994, between Debtor, as pledgor, and Secured Party, as lender, excluded from the security interest evidenced by this financing statement are any distributions or payments (or products, proceeds, replacements or substitutions thereof) actually received by Debtor from the Partnership on or in respect of the Pledged Interest at any time other than during a Default Period (as such term is defined in the Pledge Agreement).

Inst # 1994-17867