

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Mr. Robert Strybel Chicago Title Insurance Company National Business Unit 171 N. Clark Street Chicago, Illinois 60601	

I certify this to be a true and  
correct copy *Patricia Yeager-Fleming*  
5/2/2003 Probate Judge  
Shelby County

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names				
1a. ORGANIZATION'S NAME INLAND SOUTHEAST RIVER RIDGE, L.L.C.				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS c/o Inland Retail Real Estate Trust, Inc., 2901 Butterfield Road		CITY Oak Brook	STATE IL	POSTAL CODE 60523 COUNTRY USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability company	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any 3573970 <input type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (2a or 2b) - do not abbreviate or combine names				
2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only <u>one</u> secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME SECURITY LIFE OF DENVER INSURANCE COMPANY				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS - c/o ING Investment Management LLC, 5780 Powers Ferry Road, NW Suite 300		CITY Atlanta	STATE GA	POSTAL CODE 30327-4349 COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All personal property and fixtures described in Exhibit "B" attached hereto and made a part hereof located on the real property described in Exhibit "A" attached hereto and made a part hereof.

This Financing Statement is filed as additional security for a mortgage filed contemporaneously herewith upon which the mortgage tax has been paid.

5. ALTERNATIVE DESIGNATION [if applicable] <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING				
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s). <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2		
8. OPTIONAL FILER REFERENCE DATA				

PROPERTY: Shelby County, AL/FIXTURE FILING

\* UCC being re-recorded to amend legal description \*

# UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

## 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

INLAND SOUTHEAST RIVER RIDGE, L.L.C.

9b. INDIVIDUAL'S NAME

FIRST NAME

MIDDLE NAME, SUFFIX

## 10. MISCELLANEOUS:

THIS FINANCING STATEMENT IS TO BE FILED IN THE REAL ESTATE RECORDS.

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## 11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

## 11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

## 11d. TAX ID#: SSN OR EIN

ADD'NL INFO RE  
ORGANIZATION  
DEBTOR

## 11e. TYPE OF ORGANIZATION

## 11f. JURISDICTION OF ORGANIZATION

## 11g. ORGANIZATIONAL I.D.#, if any

☐ NONE

## 12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

## 12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

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

14. Description of real estate:

See Exhibit "A" attached hereto and incorporated herein by reference thereto.

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

16. Additional collateral description:

17. 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

18. 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.

☐ Filed in connection with a Public-Finance Transaction - effective 30 years.

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

Lots 3 and 5, according to the Survey of River Ridge Plaza, as recorded in Map Book 26, Page 14, in the Probate Office of Shelby County, Alabama.

The above described property is shown and depicted on that certain ALTA/ASCM Land Title Survey certified to Inland Southeast River Ridge, L.L.C., Security Life of Denver Insurance Company and Chicago Title Insurance Company dated November 25, 2002, last revised April 10, 2003, prepared by Walter Schoel Engineering Co., Inc., bearing the seal and certification of Joseph F. Breighner, Alabama License Number 17518, said survey incorporated herein by reference thereto.

TOGETHER WITH easement rights as contained in that certain Reciprocal Easement and Operating Agreement recorded as Instrument 1999-38039 in the aforesaid records; and

TOGETHER WITH easement rights as contained in that certain Operation and Easement Agreement recorded as Instrument 1999-38041 in the aforesaid records, as amended by that certain First Amendment to Operation and Easement Agreement recorded as Instrument 20021217000629710 in the aforesaid records; and

TOGETHER WITH easement rights as contained in that certain Grant of Easements recorded as Instrument 2000-01426 in the aforesaid records; and

TOGETHER WITH easement rights as contained in that certain Construction, Operations, Restrictions and Easement Agreement recorded as Instrument 2001-37114 in the aforesaid records.

**EXHIBIT "B"**

1. All machinery, apparatus, equipment, goods, systems, building materials, carpeting, furnishings, fixtures, fittings, appliances, furniture and property of every kind and nature whatsoever, now or hereafter located in or upon or affixed to the Land (as hereinafter defined) or Improvements (as hereinafter defined), or any part thereof, or used or usable in connection with any construction on or any present or future operation of the Land or Improvements, now owned or hereafter acquired by Debtor, including, but without limitation of the generality of the foregoing: all heating, lighting, refrigerating, ventilating, air-conditioning, air-cooling, electrical, fuel, garbage, sanitary drainage, removal of dust, refuse, fire extinguishing, plumbing, cleaning, telephone, communications and power equipment, systems and apparatus; and all elevators, switchboards, motors, pumps, screens, awnings, floor coverings, cabinets, partitions, conduit, ducts and compressors; and all cranes and craneways, oil storage, sprinkler/fire protection and water service equipment; and also including any of such property stored on the Land or Improvements or in warehouses and intended to be used in connection with or incorporated into the Land or Improvements or for the pursuit of any other activity in which Debtor may be engaged on the Land or Improvements, and including without limitation all tools, musical instruments and systems, cabinets, awnings, window shades, venetian blinds, drapes and drapery rods and brackets, screens, carpeting and other window and floor coverings, decorative fixtures, plants, cleaning apparatus, and cleaning equipment, refrigeration equipment, cables, computers, software, books, supplies, kitchen equipment, appliances, tractors, motor vehicles, lawn mowers, ground sweepers and tools, swimming pools, whirlpools, recreational or play equipment together with all substitutions, accessions, repairs, additions and replacements to any of the foregoing; it being understood and agreed that all such machinery, equipment, apparatus, goods, systems, fixtures, fittings, appliances, furniture, building materials and property are a part of the Improvements (whether in single units or centrally controlled, and whether physically attached to said Land or not), excluding, however, personal property owned by tenants of the Land or Improvements;
2. Any and all awards, payments or insurance proceeds, including interest thereon, and the right to receive the same, which may be paid or payable with respect to the Land or Improvements or other properties described above as a result of: (1) the exercise of the right of eminent domain or action in lieu thereof; or (2) the alteration of the grade of any street; or (3) any fire, casualty, accident, damage or other injury to or decrease in the value of the Land or Improvements or other properties described above, and of the reasonable counsel fees, costs and disbursements incurred by Debtor or Secured Party in connection with the collection of such award or payment;

3. All accounts receivable and any right of Debtor to payment for goods sold or leased or for services rendered, whether or not yet earned by performance, and whether or not evidenced by an instrument or chattel paper, arising from the operation of the Land or Improvements, now existing or hereafter created, substitutions therefor, proceeds thereof (whether cash or noncash, movable or immovable, tangible or intangible) received upon the sale, exchange, transfer, collection or other disposition or substitution thereof and any or all of the foregoing and proceeds therefrom;
4. To the full extent assignable, all authorizations, licenses, permits, contracts, management agreements, franchise agreements, and occupancy and other certificates concerning the ownership, use and operation of the Land or Improvements;
5. All monies on deposit for the payment of real estate taxes or special assessments against the Land or Improvements or for the payment of premiums on policies of fire and other hazard insurance covering the Collateral (as hereinafter defined) or the Land or Improvements; all proceeds paid for damage done to the Collateral or the Land or Improvements; all proceeds of any award or claim for damages for any of the Collateral or the Land or Improvements taken or damaged under the power of eminent domain or by condemnation; all rents, issues and leases of the Land or Improvements; and all tenants' or security deposits held by Debtor in respect of the Land or Improvements;
6. All names under or by which the Land or Improvements or any improvements thereon may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks, trade names, patents, patents pending and goodwill with respect to the Land or Improvements (but excluding the name "Inland" or any trademark associated therewith);
7. All shares of stock or partnership interest or other evidence of ownership of any part of the Land or Improvements that is owned by Debtor in common with others, including all water stock relating to the Land or Improvements, if any, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Land or Improvements and any management agreements;
8. All plans and specifications prepared for construction of improvements on the Land or Improvements and all studies, data and drawings related thereto; and all contracts and agreements of Debtor relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings, or to the construction of improvements on the Land or Improvements;
9. All of Debtor's right, title and interest in, to and under any and all reserve, deposit or escrow accounts made pursuant to any loan document made between Debtor

and Secured Party with respect to the Land or Improvements, together with all income, profits, benefits and advantages arising therefrom;

10. All goods, accounts, general intangibles, chattel paper, instruments, documents, consumer goods, equipment and inventory (as defined in the Alabama Uniform Commercial Code ("*UCC*")) located on and used in the operation of the Land or Improvements;
11. All Debtor's right, title and interest in and to leases, occupancy agreements and tenancies affecting the Land and Improvements;
12. All Debtor's right, title and interest in and to deposit accounts and letter of credit rights (as defined in the UCC);
13. All substitutions, accessions, additions and replacements to any of the foregoing; and
14. All products and proceeds of any of the foregoing, or with respect to the Land or Improvements, including without limitation, insurance proceeds, proceeds of any voluntary or involuntary disposition or diminution in value of any of the foregoing or of the Land or Improvements, and any claim respecting any thereof (pursuant to judgment, condemnation award or otherwise) and all goods, accounts, general intangibles, chattel paper, instruments, documents, consumer goods, equipment and inventory, wherever located, acquired with the proceeds of any of the foregoing or proceeds thereof. For purposes of this Exhibit "B", the term "*proceeds*" means whatever is received when any of the foregoing or the proceeds thereof (including, without limitation, cash proceeds) is sold, exchanged or otherwise disposed of (including involuntary dispositions or destruction and claims for damages thereto), including without limitation cash proceeds, insurance proceeds, condemnation proceeds, and any other rights or property arising under or receivable upon any such disposition.

For the purposes of this Exhibit "B" the terms "Land", "Improvements" and "Collateral" shall be defined as follows:

**"Land"** shall mean the real property described in Exhibit "A" attached hereto and incorporated herein by this reference.

**"Improvements"** shall mean all buildings, structures and improvements now or hereafter erected on the Land, together with all fixtures and items that are to become fixtures.

**"Collateral"** shall mean any personal property and fixtures described in this Exhibit "B" and all replacements of such property, substitutions and additions thereto and the proceeds thereof.