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Title
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1a. ORGANIZATION'S NAME INVERNESS HEIGHTS SHOPPING CENTER, LP	
JCC FINANCING STATEMENT OLLOW INSTRUCTIONS (front and back) CAREFULLY A. NAME & PHONE OF CONTACT AT FILER [optional] B. SEND ACKNOWLEDGMENT TO: (Name and Address) Sills Cummis Epstein & Gross P.C. One Riverfront Plaza Newark, NJ 07102-5400 Attention: Jacqueline Cichoracki [09720014/009] THE ABOVE SPACE IS FOR FILING OFFICE USE ON I. DEBTOR'S EXACT FULL LEGAL NAME-insertonly one debtor name (1a or 1b)-do not abbreviate or combine names	NLY

4. This FINANCING STATEMENT covers the following collateral:

3b. INDIVIDUAL'S LAST NAME

4 World Financial Center

3c. MAILING ADDRESS

See Exhibit B attached hereto, which said property is located on the real property described on Exhibit A attached hereto and made a part hereof.

FIRST NAME

New York

CITY

THIS FINANCING STATEMENT SIMULTANEOUSLY IN BOOK - WHICH INSTRUMENT THE REC	AT PAGE ORDING PRIVILEGE TAX	, IN THE OFFICE OF X HAS BEEN PAID.	THE JUDGE OF PRO	BATE OF SHELBY		
5. ALTERNATIVE DESIGNATION (if application)	able]: LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be ESTATE RECORDS. Attach Adde	e filed [for record] (or recorded) in ndum	n the REAL 7. Check to F [if applicable] [ADDITION	REQUEST SEARCH REPOR	RT(S) on Debtor(s) [optional]	All Debtors	Debtor 1 Debtor 2
8, OPTIONAL FILER REFERENCE DATA						
To be filed in Shelby County, A	labama					

SUFFIX

COUNTRY

USA

MIDDLE NAME

STATE

NY

POSTAL CODE

10080

UC	C FINANCING	STATEME	NT ADDENDUM						
	OW INSTRUCTIONS			A TENAMA					
-	9a. ORGANIZATION'S NA		N RELATED FINANCING STA	AIEMENI	 				
			NG CENTER, LP						
OKL	9b. INDIVIDUAL'S LAST I	_ 	FIRST NAME	МІ	DDLE NAME, SUFFIX				
						=			
10. N	IISCELLANEOUS:								
						THE ABOV	ESDACE	K EOD EII ING OEE	JOE HEE ONLY
11. A	DDITIONAL DEBTO	R'S EXACT FULL	LEGAL NAME - insert only <u>one</u>	name (11a o	r 11h) - do not abbre			IS FOR FILING OFF	ICE USE ONLY
	11a. ORGANIZATION'S N		LE OF TE 1 TO GOTT OF THE OTHER	name (mae	- TO) - GO HOL GDDIE	viate of combine man	1168		
OR -	·								
	11b. INDIVIDUAL'S LAST	NAME		FIRST NA	ME		MIDDLE	NAME	SUFFIX
112	AAU INIC ADDDECC		··						
TTC. P	MAILING ADDRESS			CITY			STATE	POSTAL CODE	COUNTRY
11d. §	SEEINSTRUCTIONS	ADD'L INFO RE	11e. TYPE OF ORGANIZATION	11f. JURI	SDICTION OF ORGA	NIZATION	11a OR(SANIZATIONAL ID #, if	anv
		ORGANIZATION DEBTOR		1			1	37 (14) E7 (17) E7 (E7) E7 (F)	
12.	ADDITIONAL SEC		S or ASSIGNOR S/P'S	NAME -	insert only one name	(12a or 12b)			NONE
[1	2a. ORGANIZATION'S N				<u> </u>			·	
OR -				·			· · · · · · · · · · · · · · · · · · ·	·	
1	2b. INDIVIDUAL'S LAST	NAME		FIRST NA	ME		MIDDLE	NAME	SUFFIX
12c. N	MAILING ADDRESS			CITY		 . 	STATE	POSTAL CODE	COUNTRY
								OOTAL CODE	COOMIKI
13. T	his FINANCING STATEM	IENT covers tim	ber to be cut or as-extracted	16. Addit	onal collateral descr	iption:			
C	ollateral, or is filed as a	fixture filing.							
	escription of real estate:		•						
See	Exhibit A attached	d hereto and mad	de a part hereof.						
				:					
15. N	lame and address of a RF	CORD OWNER of a	bove-described real estate						
	f Debtor does not have a		DOTO GOGOTIPOG TOGI GOGG						
				17. Check	only if applicable ar	nd check <u>only</u> one bo	X.		
				ļ				operty held in trust or	Decedent's Estate
						d check <u>only</u> one bo			
				Debto	r is a TRANSMITTIN	G UTILITY			
				 				effective 30 years	
				Filed i	n connection with a	Public-Finance Trans	saction ef	fective 30 years	

20050504000213330 3/5 \$34.00 Shelby Cnty Judge of Probate, AL 05/04/2005 11:53:48AM FILED/CERT

EXHIBIT A

(Legal Description)

Lots 1, 2 and 3, according to the Survey of Cypress Equities Addition to Hoover, as recorded in Map Book 31, page 79, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

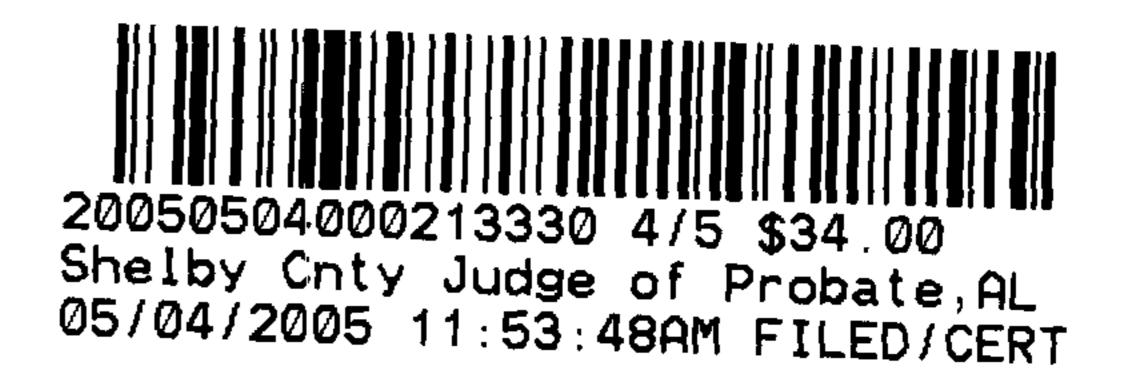


EXHIBIT B

All right, title and interest of Debtor in and to the following (collectively, the "Property"):

FIRST, the right, title and interest, as lessee, in and to that certain ground lease of the Property, by and between Fee Owner, as landlord and Debtor, as tenant (the "Ground Lease" and the leasehold interest created under the Ground Lease, are hereinafter referred to as the "Leasehold Estate");

SECOND, all plots, pieces or parcels of real property described in Exhibit A hereto (the "Premises");

THIRD, all buildings, structures and improvements of every kind or nature now or hereafter located on the Premises (collectively, the "Improvements");

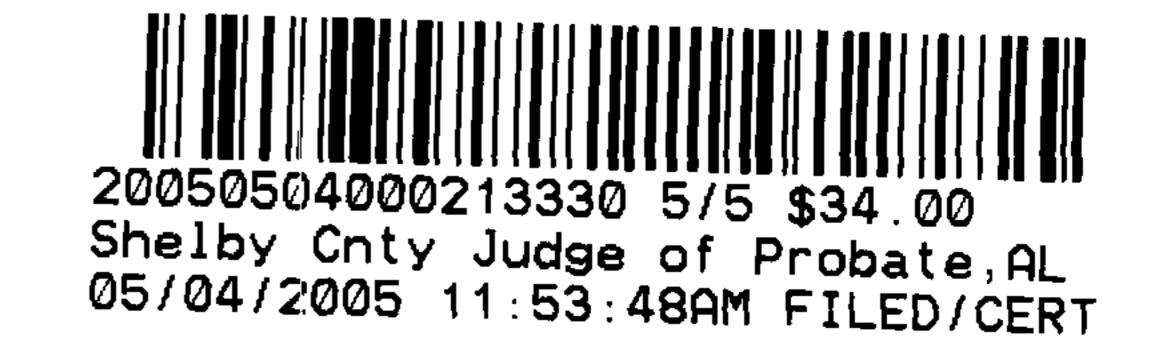
FOURTH, all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water courses, wells, water rights, ditches, reservoirs, air rights and development rights, lateral supports, foundations and drainage, and all estates, rights, interests, reversions, remainders, tenements, hereditaments and appurtenances of any nature whatsoever located on, under, above or pertaining to the Premises and Improvements;

FIFTH, all machinery, equipment, fittings, furniture, furnishings, fixtures (including, but not limited to, all heating, air conditioning, ventilating, waste disposal, sprinkler and fire and theft protection equipment, plumbing, lighting, communications and elevator fixtures), building equipment, materials and supplies, and all warranties and guaranties relating thereto, and all other property of every kind and nature whatsoever, now or hereafter located upon, in or used in connection with the Premises or the Improvements or appurtenant thereto (collectively, the "Equipment");

SIXTH, all leases, tenancies, licenses, subleases, assignments and other agreements affecting the use, enjoyment or occupancy of all or any portion of the Premises or the Improvements now existing or hereafter entered into, and all amendments, renewals and extensions thereto (collectively, the "Leases"), together with all income, rents, issues, profits, revenues and royalties therefrom, whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively, the "Rents"), and all security deposits, guarantees and other security held by Debtor in connection therewith, and all other credits, rights, options, claims and causes of action of Debtor in connection with any of the foregoing;

SEVENTH, all proceeds, awards and payments, including interest thereon, which may hereafter be made with respect to all or any portion of the Property in connection with any Taking, and all proceeds of, and any unearned premiums under, any insurance policies covering all or any portion of the Property, and all refunds or rebates of Taxes, impositions and Other Charges, and any interest thereon;

EIGHTH, all accounts, funds, deposits and reserves, including without limitation, those Reserves referred to in or governed by Article IV hereof and any Reserves covered by the



Reserve Agreement, and all accounts receivable, contract rights, rights, claims, actions, general intangibles, trademarks, trade names, franchises, service marks, building names and logos;

NINTH, all licenses, permits, building permits, certificates, certificates of occupancy, consents, authorizations, approvals, variances and land use entitlements for the construction, use, occupancy and operation of the Improvements and the Premises (collectively, the "<u>Licenses</u>");

TENTH, all contracts, documents, agreements and arrangements to which Debtor is a party or bound or which relate to the use, operation, ownership or enjoyment of the Property, including without limitation all service contracts, management agreements, zoning agreements, development agreements, utility agreements, parking arrangements, operating contracts, supply and maintenance contracts, equipment or other personal property leases, and all amendments thereto; and all income, revenue, rights of reimbursement and benefits therefrom, and all deposits, security, credits and advance payments in connection with any of the foregoing; and all books and records relating to the Property (collectively, the "Contracts");

ELEVENTH, all claims with respect to the Property, including without limitation, for loss or damage arising from any defect in or with respect to the design or construction of the Improvements or the Equipment; and the right to appear in and defend any action or proceeding, in the name and on behalf of Debtor, brought with respect to any of the Property; and the right to commence any action or proceeding to protect the interest of Secured Party in such Property;

TWELFTH, all drawings, designs, architectural renderings, models, surveys, reports, studies, tests, plans and specifications for the design, development, construction, repair, improvement, ownership or operation of the Property;

THIRTEENTH, all oil, gas, minerals, timber and crops in, on, under or pertaining to the Premises and all royalties, revenues, leasehold and other rights and interests of Debtor pertaining thereto, including, without limitation, any surface or subsurface entry rights to the Premises or any other property; and

FOURTEENTH, all renewals, substitutions, improvements, accessions, attachments, additions, replacements and all proceeds to or of each of the foregoing, and all conversions of the security constituted thereby so that, immediately upon such acquisition, construction, assemblage, placement or conversion, as the case may be, and in each such case, the foregoing shall be deemed a part of the Property and shall automatically become subject to the lien of this Mortgage as fully and completely and with the same priority and effect as though now owned by Debtor and specifically described herein, without any further mortgage or assignment or conveyance by Debtor.

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