

20050525000255730 1/5 \$34.00
Shelby Cnty Judge of Probate,AL
05/25/2005 04:21:09PM FILED/CERT

FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back)
CAREFULLY FIXTURE FILING

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Greenwich Capital Financial Products, Inc.
19200 Von Karman Avenue, Suite 950
Irvine, California 92612
Loan No.: 05-0412
Property: Southlake Village Market Center

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

1a. ORGANIZATION'S NAME

OR FAIRWAY - SOUTHLAKE, LLC

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

2830 Cahaba Road

CITY

Birmingham

STATE

AL

POSTAL CODE

35223

COUNTRY

USA

1d. TAX I.D. #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

limited liability
company

1f. JURISDICTION OF ORGANIZATION

Alabama

1g. ORGANIZATIONAL I.D.#, if any

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME– insert only one 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 I.D. # SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION ORGANIZATION

2g. ORGANIZATIONAL I.D.#, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE S/P) – insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR GREENWICH CAPITAL FINANCIAL PRODUCTS, INC.

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

600 Steamboat Road

CITY

Greenwich

STATE

CT

POSTAL CODE

06830

COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

See Schedule I attached hereto

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

6. ☒ 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) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2
[ADDITIONAL FEE] [optional]

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

Greenwich/Southlake Village Market Center UCC-1 (CA)
679915.03/LA
G3544-001/5-19-05/gjl/bdm
Loan No. 05-0412

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

20050525000255730 2/5 \$34.00
Shelby Cnty Judge of Probate, AL
05/25/2005 04:21:09PM FILED/CERT

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

FAIRWAY - SOUTHLAKE, LLC

OR

9.b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

☐ NONE12. ☐ 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

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

NOT APPLICABLE

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 Estate18. 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

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC 1Ad) (REV. 07.29/98)

NATUCC1 – 5/4/01 C T System Online

Greenwich/Southlake Village Market Center UCC-1 (CA)
679915.03/LA
G3544-001/5-19-05/gil/bdm
Loan No. 05-0412

UCC-1 Financing Statement (cont'd)

Secured Party: GREENWICH CAPITAL FINANCIAL PRODUCTS, INC.,
a Delaware corporation

Debtor: FAIRWAY - SOUTHLAKE, LLC,
an Alabama limited liability company

SCHEDULE 1

Item No. 4:

1. All of Debtor's right, title and interest in and to the property described on Exhibit "A" attached hereto, together with all buildings, improvements, and tenements now or hereafter erected on the property, and all heretofore or hereafter vacated alleys and streets abutting the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the property, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers and dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, paneling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants, and tax refunds, trade names, licenses, permits, insurance proceeds, unearned insurance premiums and choses in action; all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property; and all of the foregoing, together with said property (or any leasehold estate of Debtor in said property) are herein referred to as the "**Property**";

2. All of Debtor's right, title and interest in, to and under any and all leases now or hereinafter in existence (as amended or supplemented from time to time) and covering space in or applicable to the Property (hereinafter referred to collectively as the "**Leases**" and singularly as a "**Lease**"), together with all rents, earnings, income, profits, benefits and advantages arising from the Property and from said Leases and all other sums due or to become due under and pursuant thereto, and together with any and all guarantees of or under any of said Leases, and together with all rights, powers, privileges, options and other benefits of Debtor as lessor under the Leases, including, without limitation, the immediate and continuing right to receive and collect all rents, income, revenues, issues, profits, condemnation awards, insurance proceeds, moneys and security payable or receivable under the Leases or pursuant to any of the provisions thereof, whether as rent or otherwise, the right to accept or reject any offer made by any tenant pursuant to its Lease to purchase the Property and any other property subject to the Lease as therein provided and to perform all other necessary or appropriate acts with respect to such Leases as agent and attorney-in-fact for Debtor, and the right to make all waivers and agreements, to give and receive all notices, consents and releases, to take such action upon the happening of a default under any Lease, including the commencement, conduct and consummation of proceedings at law or in equity as shall be permitted under any provision of any Lease or by any law, and to do any and all other things whatsoever which Debtor is or may become entitled to do under any such Lease together with all accounts receivable, contract rights,

UCC-1 Financing Statement (cont'd)

Secured Party: GREENWICH CAPITAL FINANCIAL PRODUCTS, INC.,
a Delaware corporation
Debtor: FAIRWAY - SOUTHLAKE, LLC,
an Alabama limited liability company

franchises, interests, estates or other claims, both at law and in equity, relating to the Property, to the extent not included in rent earnings and income under any of the Leases;

3. All of Debtor's right, title and interest in, to and under any and all reserve, deposit or escrow accounts (the "Accounts") made pursuant to any loan document made between Debtor and Secured Party with respect to the Property, together with all income, profits, benefits and advantages arising therefrom, and together with all rights, powers, privileges, options and other benefits of Debtor under the Accounts, and together with the right to do any and all other things whatsoever which Debtor is or may become entitled to do under the Accounts;

4. All agreements, contracts, certificates, guaranties, warranties, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, pertaining to the use, occupancy, construction, management or operation of the Property and any part thereof and any improvements or respecting any business or activity conducted on the Property and any part thereof and all right, title and interest of Debtor therein, including the right to receive and collect any sums payable to Debtor thereunder and all deposits or other security or advance payments made by Debtor with respect to any of the services related to the Property or the operation thereof;

5. All trade names, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property; and

6. Any and all proceeds resulting or arising from the foregoing (collectively, the "Collateral").

This UCC-1 Financing Statement is a fixture filing to be filed in the real estate records of the County of Shelby, State of Alabama.

Dated: May 20, 2005.

UCC-1 Financing Statement (cont'd)

Secured Party: GREENWICH CAPITAL FINANCIAL PRODUCTS, INC.,
a Delaware corporation

Debtor: FAIRWAY - SOUTHLAKE, LLC,
an Alabama limited liability company

EXHIBIT A

Legal Description

THE LAND SITUATED IN THE CITY OF BIRMINGHAM, COUNTY OF SHELBY, STATE OF ALABAMA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 3, ACCORDING TO THE SURVEY OF VILLAGE OF VALLEYDALE AT SOUTHLAKE, AS RECORDED IN MAP BOOK 11, PAGE 84, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS DATED FEBRUARY 29, 1988 AND RECORDED IN REAL VOLUME 173, PAGE 355 AND INDENTURE OF ESTABLISHMENT OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS, AND GRANT OF EASEMENTS DATED FEBRUARY 29, 1988 AND RECORDED IN REAL VOLUME 173, PAGE 364 FOR THE PURPOSE DESCRIBED IN THESE EASEMENTS OVER, UNDER AND ACROSS LOTS 1 AND 2 WITH RESPECT TO REAL VOLUME 173, PAGE 355 AND LOT 4, WITH RESPECT TO REAL VOLUME 173, PAGE 364. SUBJECT TO TERMS, PROVISIONS AND CONDITIONS SET FORTH IN SAID INSTRUMENTS.