



20050919000485470 1/7 \$41.00
Shelby Cnty Judge of Probate, AL
09/19/2005 02:12:52PM FILED/CERTIFIED

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Thompson & Knight L.L.P. 1700 Pacific Avenue, Suite 3300 Dallas, Texas 75201 Attention: Staci J. Strong	

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 G&I V Riverchase LLC				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 220 East 42nd Street		CITY New York	STATE NY	POSTAL CODE 10017
1d. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability co.	1f. JURISDICTION OF ORGANIZATION Delaware
			1g. ORGANIZATIONAL ID #, if any DE-	<input type="checkbox"/> 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
2d. SEE INSTRUCTIONS		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 one secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME Principal Life Insurance Company				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 801 Grand Avenue		CITY Des Moines	STATE IA	POSTAL CODE 50392-1450
			COUNTRY USA	

4. This FINANCING STATEMENT covers the following collateral:

The collateral described on Exhibit B attached hereto and made a part hereof and located on the land described in Exhibit A attached hereto and made a part hereof.

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

1926833.1 Loan No. 754658 County Filing

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)



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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		
G&I V Riverchase LLC		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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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. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> 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:

The real property more particularly described on Exhibit A attached hereto and made a part hereof.

16. Additional collateral description:

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

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

PARCEL NO. 1:

Lot 1, according to the Map and Survey of Southwood Park Estates, Second Addition to Hoover, as recorded in Map Book 17, page 90 in the Office of the Judge of Probate of Shelby County, Alabama being more particularly described as follows:

A parcel of land located in the Northwest Quarter of Section 30, Township 19 South, Range 2 West, Shelby County Alabama, containing 28.77 Acres more or less; and more particularly described as follows:

Commence at the southeast corner of the northwest one-quarter of Section 30, Township 19 South, Range 2 West; run thence in a westerly direction along the south line of said northwest one-quarter for a distance of 663.89 feet to the point of beginning; from the point of beginning thus obtained continue westerly along the south line of the northwest one-quarter of said Section 30 for a distance of 1633.92 feet; thence turn an angle to the right of 86 degrees and run in a northwesterly direction along the northeasterly right-of-way line of U.S. Highway No. 31 for a distance of 1096.84 feet; thence turn an angle to the right of 101 degrees 06 minutes 10 seconds and run in a southeasterly direction for a distance of 346.16 feet; thence turn an angle to the right of 38 degrees 55 minutes 10 seconds and run in a southeasterly direction for a distance of 153.91 feet; thence turn an angle to the left of 40 degrees 30 minutes and run in a southeasterly direction for a distance of 335.53 feet; thence turn an angle to the right of 84 degrees 31 minutes 38 seconds and run in a southerly direction for a distance of 142.00 feet; thence turn an angle to the left of 44 degrees 55 minutes 54 seconds and run in a southeasterly direction for a distance of 307.91 feet; thence turn angle to the left of 34 degrees 45 minutes 06 seconds to the tangent of the following described course, said course being situated on a curve to the left having a central angle of 20 degrees 18 minutes 07 seconds and a radius of 591.13 feet; thence run along the arc of said curve in a southeasterly and northeasterly direction for a distance of 209.46 feet to the end of said curve and the point of beginning of a curve to the right, said curve having a central angle of 25 degrees 39 minutes 10 seconds and a radius of 271.57 feet; thence run along arc of said curve in a northeasterly direction for a distance of 121.59 feet to the end of said curve; thence run along the tangent if extended to said curve in a southeasterly direction for a distance of 35.74 feet to the point of commencement of a curve to the left having a central angle of 25 degrees 18 minutes 00 seconds and a radius of 483.33 feet; thence run along the arc of said curve in a southeasterly and northeasterly direction for a distance of 213.42 feet to the end of said curve and the point of commencement of a curve to the left having a central angle of 93 degrees 01 minutes 06 seconds and a radius of 25.00 feet; thence run along the arc of said curve in a northeasterly direction for a distance of 40.59 feet to the end of said curve; thence turn an angle to the right from the tangent if extended to said curve of 180 degrees 00 minutes 00 seconds and run in a southeasterly direction for a distance of 85.64 feet; thence turn an angle to the left of 90 degrees 05 minutes 29 seconds to the tangent of a curve to the left having a central angle of 3 degrees 32 minutes 58 seconds and a radius of

543.33 feet; thence run along the arc of said curve in a northeasterly direction for a distance of 33.66 feet to the end of said curve and the point of commencement of a curve to the right having a central angle of 2 degrees 52 minutes 06 seconds and a radius of 870.32 feet; thence run along the arc of said curve in a northeasterly direction for a distance of 43.57 feet; thence turn an angle to the right from the tangent if extended to said curve of 100 degrees 56 minutes 41 seconds and run in a southerly direction for a distance of 487.38 feet to the point of beginning.

PARCEL NO 2:

A permanent and perpetual easement for slope as created by that certain Grant of Easement recorded under Instrument Number 2000-25338 and being more particularly described as follows:

An easement being forty feet wide, the North line of which is also the North line of SunLink Subdivision as recorded in Map Book 14, page 25, now known as Lot 1A of Hoover Public Safety Center Subdivision as recorded in Map Book 31, page 141 in the Probate Office of Shelby County, Alabama and the South line of Southwood Park Estates, Second Addition to Hoover as recorded in Map Book 17, page 90, both in the Probate Office of Shelby County, Alabama.

Commence and begin at the Northeast corner of the Northwest quarter of the Southwest quarter of Section 30, Township 19 South, Range 2 West, being the Northeast corner of Lot 2 of said SunLink Subdivision; thence run an assumed bearing of South 02° 16' 07" East along the East line of said Lot 2 a distance of 40.03 feet; thence run South 90° 00' 00" West parallel to the North line of said Lot 2 a distance of 972.20 feet to the East right of way line of U.S. Highway 31; thence North 03° 43' 45" West along said Highway 31 right of way line a distance of 40.08 feet to the Southwest corner of said Southwood Park Estates, Second Addition to Hoover, being also the Northwest corner of the aforesaid Lot 2; thence run North 90° 00' 00" East along the North line of Lot 2 a distance of 973.22 feet to the point of beginning.

Together with a temporary non-exclusive construction easement over that portion of Lot 2, of said SunLink Subdivision necessary to permit access to said slope easement area.

EXHIBIT B

ALL OF DEBTOR'S INTEREST AS LESSOR IN AND TO ALL LEASES RELATING TO THE REAL ESTATE, AS MORE FULLY DESCRIBED IN EXHIBIT A OF THIS FINANCING STATEMENT, AND ALL OTHER LEASES, TENANCIES, RENTAL ARRANGEMENTS, SUBLEASES, AND GUARANTIES OF PERFORMANCE OR OBLIGATIONS OF ANY PARTY THEREUNDER (INCLUDING ANY LETTER OF CREDIT RIGHTS) RELATING TO SAID REAL ESTATE OR ANY PART THEREOF, HERETOFORE OR HEREAFTER MADE AND ENTERED INTO BY DEBTOR (INCLUDING ALL AMENDMENTS, EXTENSIONS, AND RENEWALS THEREOF) AND ALL RENTS, ISSUES, PROCEEDS (INCLUDING, BUT NOT LIMITED TO, ANY PROCEEDS DERIVED FROM THE REDEMPTION OF ANY LETTER OF CREDIT), PROFITS, INCOME, AND PAYMENTS, REGARDLESS OF TYPE OR SOURCE, ACCRUING OR TO ACCRUE OR DERIVED FROM, OR RELATING TO, THE REAL ESTATE (WHICH ARE PLEDGED PRIMARILY AND ON A PARITY WITH THE REAL ESTATE AND NOT SECONDARILY);

ALL RIGHT, TITLE AND INTEREST OF DEBTOR IN ANY AND ALL BUILDINGS AND IMPROVEMENTS OF EVERY KIND AND DESCRIPTION NOW OR HEREAFTER ERECTED OR PLACED ON THE SAID REAL ESTATE AND ALL MATERIALS INTENDED FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION AND REPAIRS OF SUCH BUILDINGS AND IMPROVEMENTS NOW OR HEREAFTER ERECTED THEREON, ALL OF WHICH MATERIALS SHALL BE DEEMED TO BE INCLUDED WITHIN THE REAL ESTATE IMMEDIATELY UPON THE DELIVERY THEREOF TO THE REAL ESTATE, AND ALL MACHINERY, MOTORS, ELEVATORS, FITTINGS, RADIATORS, AWNINGS, SHADES, SCREENS, AND ALL PLUMBING, HEATING, LIGHTING, VENTILATING, REFRIGERATING, INCINERATING, AIR CONDITIONING AND SPRINKLER EQUIPMENT AND FIXTURES AND APPURTENANCES THERETO; AND ALL ITEMS OF FURNITURE, FURNISHINGS, EQUIPMENT AND PERSONAL PROPERTY OWNED BY DEBTOR USED OR USEFUL IN THE OPERATION OF THE REAL ESTATE, BUILDINGS AND/OR IMPROVEMENTS, OR OTHERWISE RELATED TO THE REAL ESTATE; AND ALL RENEWALS OR REPLACEMENTS THEREOF OR ARTICLES IN SUBSTITUTION THEREFORE, WHETHER OR NOT THE SAME ARE OR SHALL BE ATTACHED TO SAID BUILDINGS OR IMPROVEMENTS IN ANY MANNER;

ALL RIGHT TITLE AND INTEREST OF DEBTOR IN ALL SINGULAR THE TENEMENTS, HEREDITAMENTS, EASEMENTS, APPURTENANCES, PASSAGES, WATERS, WATER COURSES, RIPARIAN RIGHTS, DIRECT FLOW, DITCH, RESERVOIR, WELL AND OTHER WATER RIGHTS, WHETHER OR NOT ADJUDICATED, WHETHER TRIBUTARY OR NONTRIBUTARY AND WHETHER EVIDENCED BY DEED, WATER STOCK, PERMIT, OR OTHERWISE, SEWER RIGHTS, RIGHTS IN TRADE NAMES, LICENSES, PERMITS AND CONTRACTS, AND ALL OTHER RIGHTS, LIBERTIES AND PRIVILEGES OF ANY KIND OR CHARACTER IN ANY WAY NOW OR HEREAFTER APPERTAINING TO THE REAL ESTATE, INCLUDING BUT NOT LIMITED TO

HOMESTEAD AND ANY OTHER CLAIM AT LAW OR IN EQUITY AS WELL AS ANY AFTER-ACQUIRED TITLE, FRANCHISE, OR LICENSE AND THE REVERSION AND REVERSIONS AND REMAINDER AND REMAINDERS THEREOF;

THE RIGHT OF DEBTOR IN AND TO THE NAME BY WHICH THE BUILDINGS AND ALL OTHER IMPROVEMENTS SITUATED ON THE REAL ESTATE ARE COMMONLY KNOWN AND THE RIGHT TO MANAGE AND OPERATE THE SAID BUILDINGS UNDER ANY SUCH NAME AND VARIANTS THEREOF;

ALL FUNDS NOW OR HEREAFTER HELD BY SECURED PARTY UNDER ANY PROPERTY RESERVE AGREEMENT (INCLUDING ANY PROCEEDS DERIVED FROM ANY LETTER OF CREDIT) OR ESCROW SECURITY AGREEMENT OR UNDER ANY OF THE TERMS OF THE SECURITY AGREEMENT PURSUANT TO WHICH THIS FINANCING STATEMENT IS GIVEN OR UNDER ANY OF THE OTHER DOCUMENTS EVIDENCING OR SECURING THE TRANSACTION SECURED BY THE SECURITY AGREEMENT PURSUANT TO WHICH THIS FINANCING STATEMENT IS GIVEN, INCLUDING, BUT NOT LIMITED TO, ANY LOAN AGREEMENT;

ALL OF DEBTOR'S PAYMENT INTANGIBLES, LETTER OF CREDIT RIGHTS, INTEREST RATE CAP AGREEMENTS, TENANT IN COMMON AGREEMENT RIGHTS, AND ANY OTHER CONTRACT RIGHTS OF BORROWER RELATED IN ANY MANNER TO THE OWNERSHIP, OPERATION, OR MANAGEMENT OF THE REAL ESTATE, OR THE BUILDINGS OR IMPROVEMENTS NOW OR HEREAFTER ERECTED OR PLACED ON THE SAID REAL ESTATE, AS WELL AS ANY AND ALL SUPPORTING OBLIGATIONS, AND ALL PROCEEDS, RENEWALS, REPLACEMENTS, AND SUBSTITUTIONS THEREFORE;

ALL FUNDS, ACCOUNTS AND PROCEEDS THEREOF IN ANY WAY RELATING TO THE REAL ESTATE WHETHER OR NOT SUCH FUNDS, ACCOUNTS OR PROCEED ARE HELD BY LENDER UNDER THE TERMS OF ANY OF THE OTHER DOCUMENTS EVIDENCING OR SECURING THE TRANSACTION SECURED BY THE SECURITY AGREEMENT PURSUANT TO WHICH THIS FINANCING STATEMENT IS GIVEN, INCLUDING, BUT NOT LIMITED TO BANKRUPTCY CLAIMS OF DEBTOR AGAINST ANY TENANT RELATED IN ANY WAY TO THE REAL ESTATE AND ANY PROCEEDS THEREOF; PROCEEDS OF ANY RENTS; INSURANCE PROCEEDS FROM ALL INSURANCE POLICIES REQUIRED TO BE MAINTAINED UNDER ANY OF THE OTHER DOCUMENTS EVIDENCING OR SECURING THE TRANSACTION SECURED BY THE SECURITY AGREEMENT PURSUANT TO WHICH THIS FINANCING STATEMENT IS GIVEN AND ALL AWARDS, DECREES, PROCEEDS, SETTLEMENTS OR CLAIMS FOR DAMAGE NOW OR HEREAFTER MADE TO OR FOR THE BENEFIT OF DEBTOR BY REASON OF ANY DAMAGE TO, DESTRUCTION OF OR TAKING OF ANY OF THE REAL ESTATE, BUILDINGS, AND/OR IMPROVEMENTS OR ANY PART THEREOF, WHETHER

THE SAME SHALL BE MADE BY REASON OF THE EXERCISE OF THE RIGHT OF EMINENT DOMAIN OR BY CONDEMNATION OR OTHERWISE;

ALL OF THE AFORESAID PROPERTY, RIGHTS, AND PROCEEDS (INCLUDING ANY PROCEEDS OF REAL PROPERTY WHICH MAY BECOME PERSONAL PROPERTY) OWNED BY DEBTOR AND PLACED BY IT ON THE REAL ESTATE OR USED IN CONNECTION WITH THE OPERATION OR MAINTENANCE OF THE REAL ESTATE, BUILDINGS OR IMPROVEMENTS WHICH DOES NOT CONSTITUTE A "FIXTURE" AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE; AND

ALL FIXTURES AND PROCEEDS THEREOF RELATED TO THE REAL ESTATE, BUILDINGS OR IMPROVEMENTS.