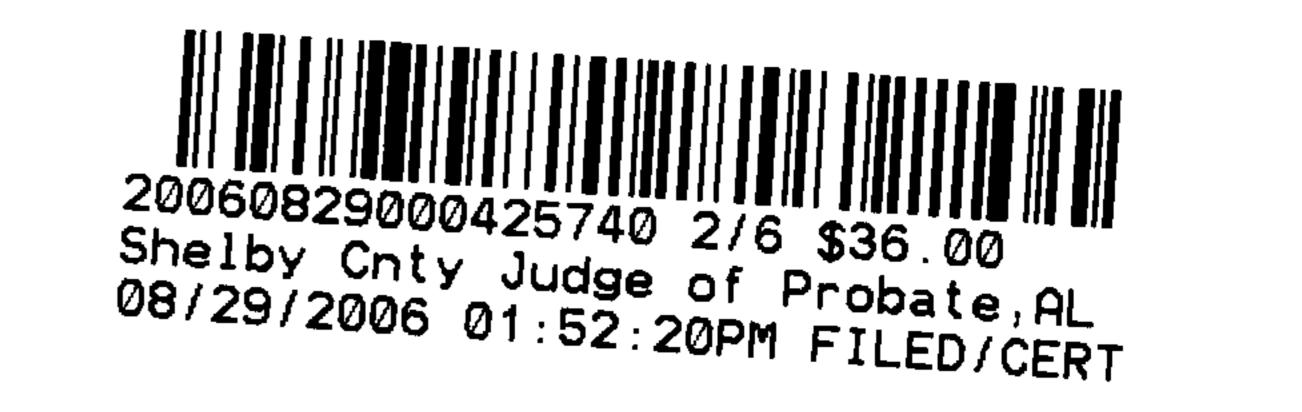
UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

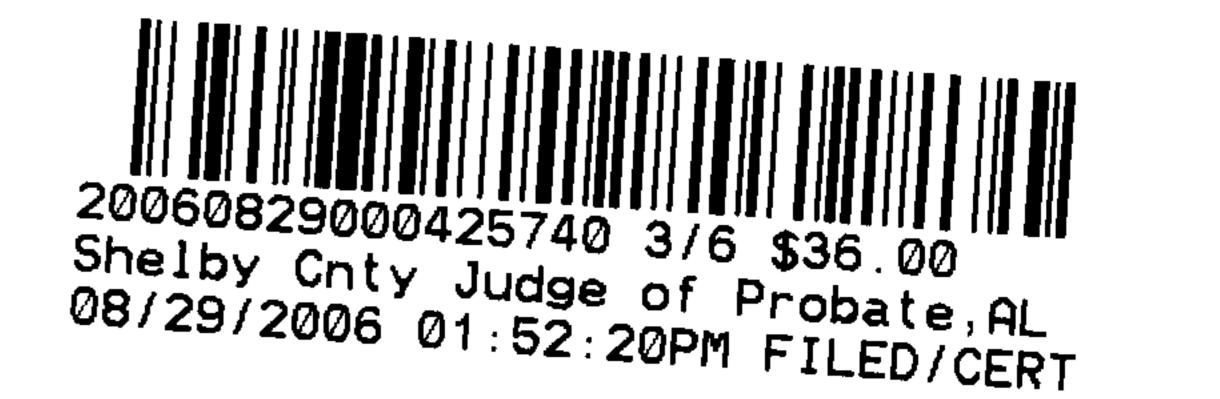
A. NAME & PHONE OF CONTACT AT FILER [optional]

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After manuali		ame and Address)				
After recordi						
Sharon Gregor	•					
Fidelity Nation						
1800 Parkway		00				
* Marietta, GA:	30067					
4 DEDTODIC =>				•	R FILING OFFICE USE	ONLY
1a. ORGANIZATION'S I	NAME	insert only one debtor name (1a or 1	ib) - do not abbreviate or combin	ne names		
AD	EAGLE POINT PARTNERS, LLC 1b. INDIVIDUAL'S LAST NAME			MIDE	MIDDLE NAME	
1c. MAILING ADDRESS			CITY	STAT	E POSTAL CODE	COUN
	tment Realty Holdings, LLC, 2000 Eagle Point Corporate Drive					
1d. TAX ID #: SSN OR EIN		1e. TYPE OF ORGANIZATION	Birmingham 1f. JURISDICTION OF ORGANIZATION		RGANIZATIONAL ID #, if any	US
Id. 1700 ID W. OOK CIT CIT	ORGANIZATION			iz (1101)	ig. Ontornier Hollice ID #, II ally	
2 ADDITIONAL DERTO	P'S EXACT FULL 15	EGAL NAME - insert only one debtor	Alabama			
2. ADDITIONAL DEDTO		-OAL INVINE - INSERT OF BY OTHE DEDIOF	Hairie (Za Ul ZU) - UU NOL ADDIEN	viale of whithe names		
OR 26 INDIVIDUAL'S LAS	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	МІОГ	MIDDLE NAME	
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3 SECURED PARTY	DEBTOR	TOTAL ACCIONEE of ACCIONOD C				<u> </u>
3a. ORGANIZATION'S N		TOTAL ASSIGNEE of ASSIGNOR S/	P) - Insen only <u>one secured party</u>	name (3a or 3b)	· · · · · · · · · · · · · · · · · · ·	
CAPMARK	BANK					
3b. INDIVIDUAL'S LAST	3b. INDIVIDUAL'S LAST NAME			MIDD	MIDDLE NAME	
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200 Witmer Road	d PA RAY	200	Horsham			
4. This FINANCING STATEM	<u> </u>		погыш	<u>P</u> .	A 19044 - 0809	US
See Rider A and	l Exhibit A at	tached hereto and mad	le a part hereof.			
5. ALTERNATIVE DESIGNA	TION [if applicable]:	LESSEE/LESSOR CONSIG	SNEE/CONSIGNOR BAIL	EE/BAILOR SELLER	VBUYER AG. LIEN	NON-UCC
·	<u> </u>	LESSEE/LESSOR CONSIGNATION CONS	7. Check to REQUEST SE	EE/BAILOR SELLER EARCH REPORT(S) on Deb	otor(s)	NON-UCC



OR 9b. I	AGLE POINT NDIVIDUAL'S LAST NA ORGANIZATION'S NAM INDIVIDUAL'S LAST N	ME	, LLC FIRST NAME		MIDDLE NAME, SUFFIX				
9b. I	CELLANEOUS: ORGANIZATION'S NAM		FIRST NAME		MIDDLE NAME, SUFFIX				
11a. OR 11b.	ORGANIZATION'S NAM	iE							
11a. OR 11b.	ORGANIZATION'S NAM	iE							
OR 11b.		iE							
OR 11b.		₽C				THE ABOV	E SPACE	IS FOR FILING OFFICE L	JSE ONLY
11b.	INDIVIDUAL'S LAST N								
11c. MAIL		. INDIVIDUAL'S LAST NAME		FIRST NAME			MIDDLE NAME		SUFFIX
•	ING ADDRESS			CITY			STATE	POSTAL CODE	COUNTRY
11d. TAX		ADD'L INFO RE 1 ORGANIZATION DEBTOR	1 e. TYPE OF ORGANIZATION	11f. J	URISDICTION OF ORGAN	NIZATION	11g. OR(GANIZATIONAL ID #, if any	NON
	ORGANIZATION'S NAM		or ASSIGNOR S/P	'S NA	ME -insert only one nam	e (12a or 12b)	• • • • • • • • • • • • • • • • • • •		
OR 12b.	. INDIVIDUAL'S LAST NAME		FIRS	FIRST NAME		MIDDLE NAME		SUFFIX	
12c. MAIL	ING ADDRESS	·		CITY			STATE	POSTAL CODE	COUNTRY
collate	INANCING STATEMENT Enal, or is filed as a iption of real estate:		er to be cut or as-extracted	16. A	dditional collateral descrip	otion:			
Rider hereo		A attached h	ereto and made a						
	and address of a RECC btor does not have a rec		ve-described real estate						
					neck <u>only</u> if applicable and r is a Trust or Theck <u>only</u> if applicable are	rustee acting with r	espect to p	roperty held in trust or	ecedent's Estat
					Debtor is a TRANSMITTIN Filed in connection with a Filed in connection with a	Manufactured-Hom	e Transacti	on - effective 30 years	



RIDER A TO UCC

Debtor:

Secured Party:

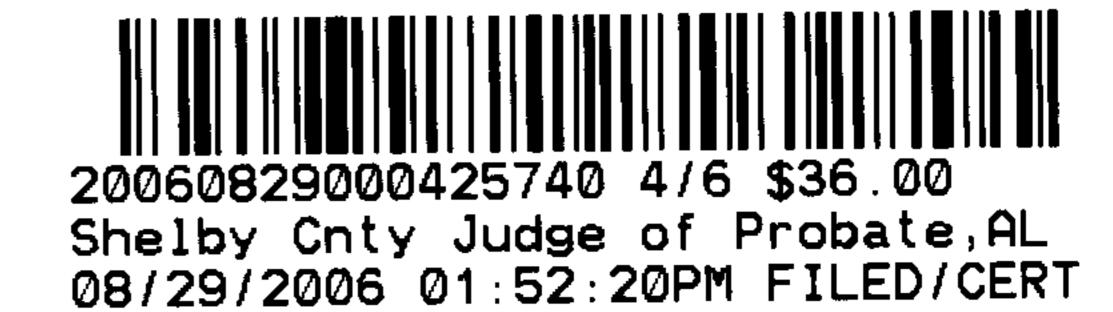
EAGLE POINT PARTNERS, LLC, an

CAPMARK BANK, a Utah industrial bank

Alabama limited liability company

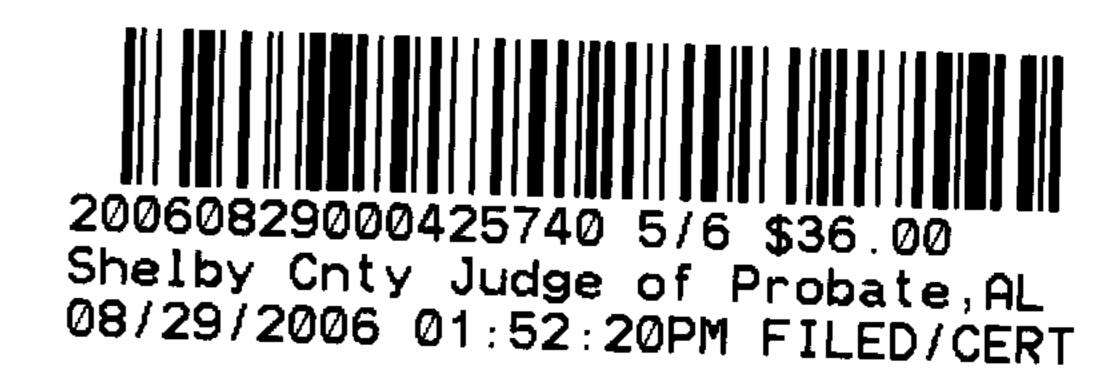
All rights, interests and estates now owned, or hereafter acquired by Debtor in, to or under the following (collectively, the "Property"):

- Land. The land described in Exhibit A attached hereto and made a part hereof, together (a) with all estates and development rights now existing or hereafter acquired for use in connection therewith ("Land");
- Additional Land. All land that, from time to time, by supplemental deed or otherwise, may be expressly made subject to this Mortgage (Security Instrument), and all estates and development rights hereafter acquired by Debtor for use in connection with such land (also, the "Land");
- Improvements. All buildings, structures, improvements and fixtures now or hereafter (c) erected or located on the Land ("Improvements");
- Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, (d) ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Property and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof, and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Property and every part and parcel thereof, with all appurtenances thereto;
- Fixtures and Personal Property. All machinery, equipment, fixtures (including, without (e) limitation, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furnishing, building supplies and materials, and all other personal property of every kind and nature whatsoever owned by Debtor (or in which Debtor has or hereafter acquires an interest) and now or hereafter located upon, or appurtenant to, the Property or used or useable in the present or future operation and occupancy of the Property, along with all accessions, replacements, betterments, or substitutions of all or any portion thereof (collectively, "Personal Property");
- Leases and Rents. All leases, subleases, licenses and other agreements granting others **(f)** the right to use or occupy all or any part of the Property together with all restatements, renewals,



extensions, amendments and supplements thereto ("Leases"), now existing or hereafter entered into, and whether entered before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code, and all of Debtor's right, title and interest in the Leases, including, without limitation (i) all guarantees, letters of credit and any other credit support given by any tenant or guarantor in connection therewith ("Lease Guaranties"), (ii) all cash, notes, or security deposited thereunder to secure the performance by the tenants of their obligations thereunder ("Tenant Security Deposits"), (iii) all claims and rights to the payment of damages and other claims arising from any rejection by a tenant of its Lease under the Bankruptcy Code ("Bankruptcy Claims"), (iv) all of the landlord's rights in casualty or condemnation proceeds of a tenant in respect of the leased premises ("Tenant Claims"), (v) all rents, ground rents, additional rents, revenues, termination and similar payments, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Property (collectively with the Lease Guaranties, Tenant Security Deposits, Bankruptcy Claims and Tenant Claims, "Rents"), whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code, (vi) all proceeds or streams of payment from the sale or other disposition of the Leases or disposition of any Rents, and (vii) the right to receive and apply the Rents to the payment of the Debt and to do all other things which Debtor or a lessor is or may become entitled to do under the Leases or with respect to the Rents;

- (g) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, without limitation, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;
- (h) Insurance Proceeds. All proceeds of, and any unearned premiums on, any insurance policies covering the Property, including, without limitation, the exclusive right to receive and apply the proceeds of any claim awards, judgments, or settlements made in lieu thereof, for damage to the Property;
- (i) Tax Certiorari. All refunds, rebates or credits in connection with a reduction in Taxes related to the Property, including, without limitation, rebates as a result of tax certiorari or any other applications or proceedings for reduction;
- (j) Operating Agreements. All contracts (including, without limitation, service, supply, maintenance and construction contracts), registrations, franchise agreements, permits, licenses (including, without limitation, liquor licenses, if any, to the fullest extent assignable by Debtor), plans and specifications, and other agreements, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Property, or respecting any business or activity conducted by Debtor from the Property, and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, while an Event of Default remains uncured, to receive and collect any sums payable to Debtor thereunder (collectively, "Operating Agreements");



- (k) Rate Cap Agreements. All interest rate cap agreements, swaps or other interest hedging agreements now or hereafter executed with respect to the Loan or to guard against interest rate exposure in connection with the Loan, if any;
- (l) Intangibles. All accounts, escrows, chattel paper, claims, deposits, trade names, trademarks, service marks, logos, copyrights, books and records, goodwill, and all other general intangibles relating to or used in connection with the operation of the Property;
- (m) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property (including, without limitation, the Debtor Operating Account and all reserves, escrows, deposit accounts and lockbox accounts established pursuant to the Loan Agreement), together with all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property from time to time held therein, and all proceeds, products, distributions, dividends or substitutions thereon or thereof;
- (n) Rights to Conduct Legal Actions. The right, in the name and on behalf of Debtor, to commence any action or proceeding to protect the interest of Secured Party in the Property and to appear in and defend any action or proceeding brought with respect to the Property;
- (o) Proceeds. All proceeds and profits arising from the conversion, voluntary or involuntary, of any of the foregoing into cash (whether made in one payment or a stream of payments) and any liquidation claims applicable thereto; and
- (p) Rights. Any and all other rights of Debtor in and to the items set forth in the foregoing subsections (a) through (o), inclusive, and in and to the Property. TO HAVE AND TO HOLD the above granted and described Property unto Secured Party, and its successors and assigns, with power of sale in accordance with the terms and conditions hereof, forever; subject, however, to Section 2.05 below.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Security Instrument.

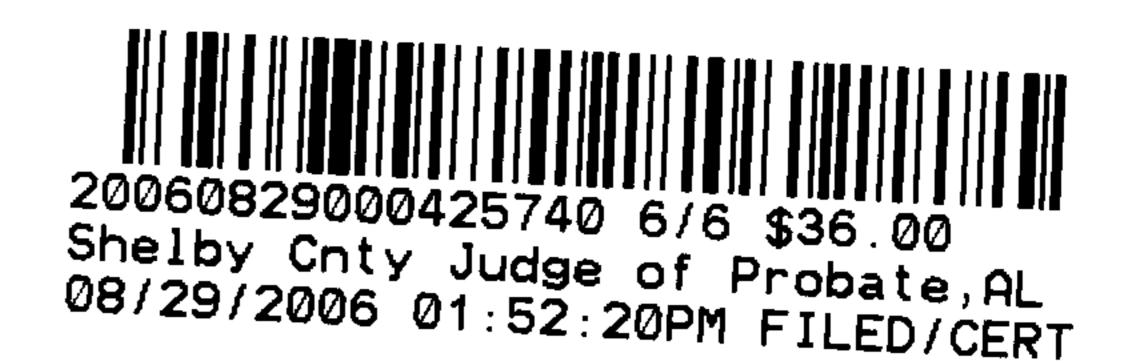


Exhibit "A" Legal Description

A parcel of land situated in the North half of Section 8. Township 19 South, Range 1 West. Shelby County, Alabama, also being Lot 2 Eagle Paint Office Park, as recorded in Map Book 26, Page 02 in the Office of the Judge of Probate Shelby County, Alabama:

Begin at an iron pin found at the Northeast corner of said Lot 2, said point also being at the Northwest corner of Lot 3 as recorded in said Eagle Point Office Park, and also being on the South right-of-way the of Eagle Point Corporate Drive in said Eagle Point Office Park, thence run in a Southeasterly direction along the Northeast the of said Lot 2 and also along the Southwest line of said Lot 3 for a distance of 299.03 feet to an iron pin found at the Southeast corner of said Lot 2 and also at the Southwest corner of said Lot 3, thence turn an interior angle to the left of 46 degrees, 27 minutes, 03 seconds and run in a Westerly direction along the South line of said Lot 2 and also along the North line of Lot 273 and 272 in Eagle Point 2nd Sector, Phase 4, as recorded in Map Book 25, Page 103, in the Office of the Judge of Probate, Shelby County, Alabama, for a distance of 262.93 feet to an iron pin set at the Southwest corner of said Lot 2 said iron pin set also being at the Southeast corner of Lot 1 in said Eagle Point Office Park; thence turn an interior angle to the left of 90 degrees, 32 minutes, 08 seconds and run in a Northeasterly direction along the West line of said Lot 2 and also along the East line of said Lot 1 for a distance of 137.66 feet to an iron pin set, thence turn an exterior angle to the right of 172 degrees, 05 minutes, 47 seconds and run in a Northwesterly direction along the West line of said Lot 2 and also along the East line of said Lot 1 for a distance of 75.52 feet to an iron pin found at the Northwest corner of said Lot 2 and also said point being at the northeast corner of said Lot 1, said point also being on the South right-of-way line of said Eagle Point Corporate Drive, and also being on a curve to the left having a central angle of 78 degrees, 12 minutes, 11 seconds and a radius of 55.00 feat; thence turn an interior angle to the left of 85 degrees, 12 minutes, 03 seconds to the chord of said curve and run in a Northeasterly direction along the arc of said curve for a distance of 75.07 feet to the point of beginning; said parcel of land containing 34,575 square feet.