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## 20061201000583580 1/6 \$36.00 Shelby Cnty Judge of Probate, AL 12/01/2006 11:01:11AM FILED/CERT

## UCC FINANCING STATEMENT

SSIN CASSIN		
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URE		
<u></u>		
ne (1a or 1b) - do not abbreviate or combine	names	
FIRST NAME	MIDDLE NAME	SUFFIX
CITY Pelham	STATE POSTAL CODE AL 35124	COUNTRY
1f. JURISDICTION OF ORGANIZATION AL	1g. ORGANIZATIONAL ID #, if any	XNONE
ne debtor name (2a or 2b) - do not abbrevia	ate or combine names	······································
FIRST NAME	MIDDLE NAME	SUFFIX
CITY	STATE POSTAL CODE	COUNTRY
2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any	NONE
IGNOR S/P) - insert only one secured party	name (3a or 3b)	<u> </u>
FIRST NAME	MIDDLE NAME	SUFFIX
CITY New York	STATE POSTAL CODE NY 10080	COUNTRY
	THE ABOVE  THE ABOVE  In (1a or 1b) - do not abbreviate or combine  FIRST NAME  CITY Pelham  If. JURISDICTION OF ORGANIZATION AL  Me debtor name (2a or 2b) - do not abbreviate  FIRST NAME  CITY  2f. JURISDICTION OF ORGANIZATION  IGNOR S/P) - insert only one secured party  FIRST NAME  CITY  FIRST NAME  CITY	THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY  In (1a or 1b) - do not abbreviate or combine names  FIRST NAME    MIDDLE NAME

4. This FINANCING STATEMENT covers the following collateral:

See Schedule "A" annexed hereto and made a part hereof. Instrument # 20061107000546500

Complete only when filing with the Ju The initial indebtedness secured by the Mortgage tax due (\$.15 per \$100.00)	his financing statement is S	\$0.00			
	ESSEE/LESSOR CONSIGNEE/	CONSIGNOR BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed [for ESTATE RECORDS. Attach Addendum	or record] (or recorded) in the REAL [if applicable]	7. Check to REQUEST SEARCH REPORT [ADDITIONAL FEE]	RT(S) on Debtor(s) [optional]	All Debtors	Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA					
9674061	Sweeney, Tom	1302/			
			Dro	pared by LICC Direct	Services P.O. Box 290

20061201000583580 2/6 \$36.00	•

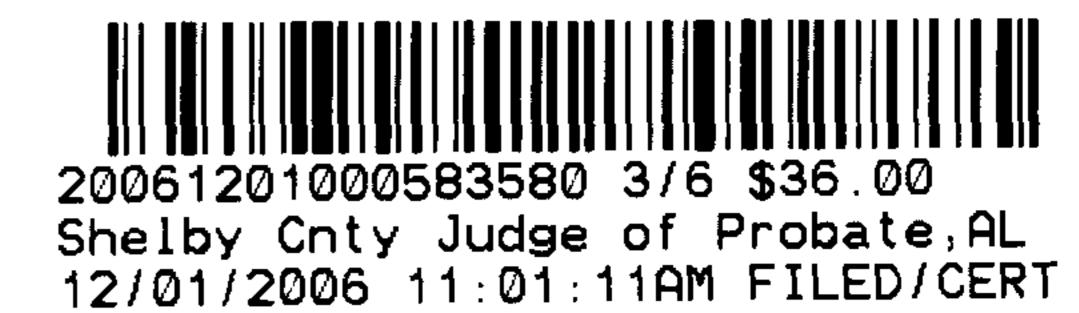
Shelby Cnty Judge of Probate, AL 12/01/2006 11:01:11AM FILED/CERT FINANCING STATEMENT ADDENDUM FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

VALLEYDALE SHOPPING CENTER, LLC

9a. ORGANIZATION'S NAME

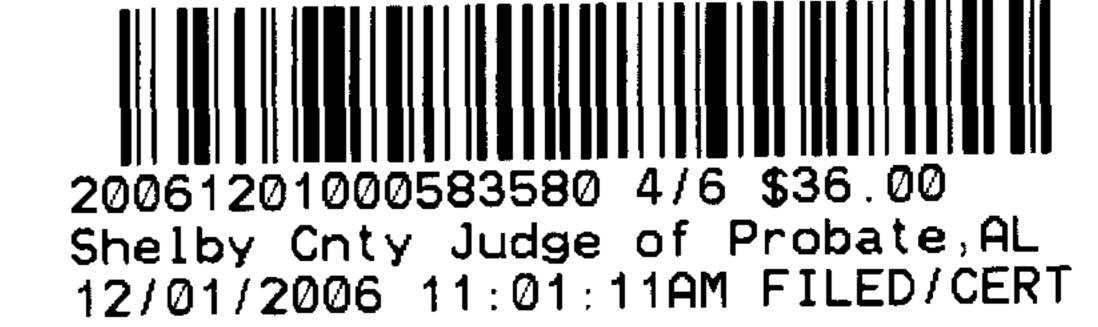
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX					
10	MISCELLANEOUS							
	74061-AL-117							
	595 CASSIN CASSIN							
_	eeney, Tom							
	)2/347							
HIIE	with: CC AL Shelby, AL			THE ABOVE	SPACE IS FO	R FILING OFFICE USE	ONLY	
		CT FULL LEGAL NAME - insert only one	name (11a or 11b) - do not	abbreviate or con	nbine names			
	11a. ORGANIZATION'S NAME							
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME		SUFFIX	
		· · · · · · · · · · · · · · · · · · ·		<u> </u>	OTATE	DOCTAL CODE	COLINTRY	
11c.	MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY	
11d.	SEE INSTRUCTION ADD'L	INFO RE 11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORG	GANIZATION	11g. ORGANIZATIONAL ID #, if any			
	ORGAN DEBTC	NIZATION OR			NON			
12.	ADDITIONAL SECURED	PARTY'S or ASSIGNOR S/P's N	NAME - insert only <u>one</u> nam	e (12a or 12b)				
	12a. ORGANIZATION'S NAME							
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME		SUFFIX	
	12b. HADIVIDOAL O LACTIVATE							
12c	MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY	
	This FINANCING STATEMENT cove		16. Additional collateral des	scription:				
	collateral or is filed as a X fixtur	re filing.						
14.	Description of real estate:							
De	scription: Village at Valle	eydale 5291 Valleydale Road						
Bir	mingham, Alabama 3524	42						
						•		
15.	Name and address of a RECORD O	WNER of above-described real estate						
	(if Debtor does not have a record in	nterest):						
			17. Check only if applicable	<b>-</b>		sorty bold in truct or	Decedent's Estate	
				Trustee acting with		perty held in trust or	La Cecedeni S Cale	
			18. Check only if applicable  Debtor is a TRANSMIT		OA.			
			Filed in connection with		ne Transactio	n effective 30 years		
			Filed in connection with	n a Public-Finance Tr	ansaction ef	fective 30 years		
	NO OFFICE CODY MATIONA	L UCC FINANCING STATEMENT ADDE	NDUM (FORM LICC1Ad) (	REV 05/22/02)		Prepared by UCC-Direction Glendale, CA 91209-9	ct Services, Inc., P.O. Bo	



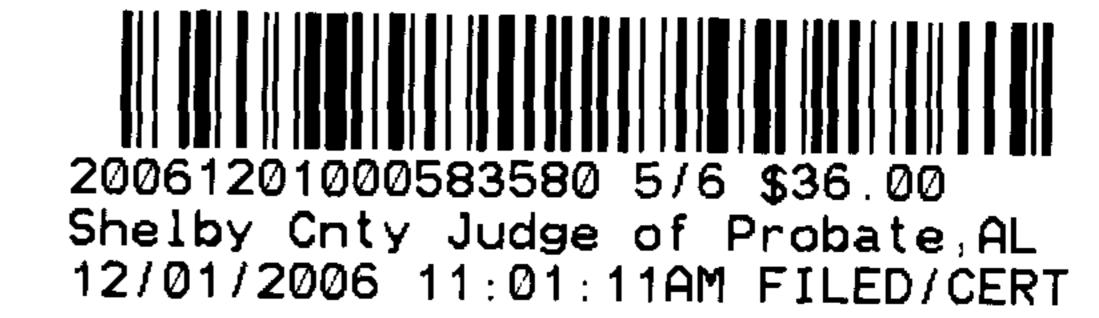
## SCHEDULE "A" TO UCC

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

- (a) <u>Land</u>. The real property described in <u>Exhibit A</u> attached hereto and made a part hereof (the "Land");
- (b) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of that certain Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement (the "Security Instrument");
- (c) <u>Improvements</u>. The buildings, structures, fixtures, pads, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "Improvements");
- (d) <u>Easements</u>. All easements, rights-of-way or use, rights, strips and gores of land, streets, 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 Land and the Improvements and the reversions 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, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;
- Fixtures and Personal Property. All machinery, equipment, fixtures (e) (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furniture and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "Personal Property"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), and all proceeds and products of the above;



- Leases and Rents. All leases, subleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the "Leases"), and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues, profits, from the Land and Improvements, whether paid or accruing before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;
- (g) <u>Insurance Proceeds</u>. All Insurance Proceeds in respect of the Property under any Policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;
- (h) <u>Condemnation Awards</u>. All Awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of Condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, 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;
- (i) <u>Tax Certiorari</u>. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;
- (j) <u>Rights</u>. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;
- (k) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;



- (l) <u>Intangibles</u>. All tradenames, 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;
- (m) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including, without limitation, the Reserve Accounts, and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;
- (n) <u>Conversion</u>. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing items set forth in sections (a) through (m) including, without limitation, Insurance Proceeds and Awards, into cash or liquidation claims; and
- (o) Other Rights. Any and all other rights of Debtor in and to the items set forth in subsections (a) through (n) above.

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

## EXHIBIT A

20061201000583580 6/6 \$36.00 Shelby Cnty Judge of Probate, AL 12/01/2006 11:01:11AM FILED/CERT

(Legal Description)

Real Property in the City of Birmingham, County of Shelby, State of Alabama, described as follows:

Lot C2 according to the Survey of Inverness Highlands, as recorded in Map Book 34, Page 45 A & B, in the Probate Office of Shelby County, Alabama, being bounded and described as follows:

Commence at the NE Corner of Section 1, Township 19 South, Range 2 West; thence S.89°40'25"W., a distance of 1,327.50 feet; thence S.02°36'42"E., a distance of 4.08 feet; thence S.83°13'42"W., a distance of 127.39 feet; thence S.80°44'11"W., a distance of 122.39 feet; thence S.82°09'09"W., a distance of 110.04 feet; thence continue westerly along said line, a distance of 226.08 feet; thence S.28°14'23"W., a distance of 438.54 feet to the POINT OF BEGINNING; thence continue southwesterly along said line, a distance of 540.68 feet; thence N.65°06'16"W., a distance of 293.23 feet to a point on the southeasterly right of way line of Valleydale Road (80' ROW) said point being the point of curve of a non tangent curve to the right having a radius of 2,824.79 feet, a central angle of 04°17'28" and subtended by a chord which bears N.24°41'35"E., a chord distance of 211.52 feet; thence northeasterly along the arc and said right of way a distance of 211.57 feet; thence N.35°28'34"E. along said right of way, a distance of 135.58 feet; thence N.28°39'07"E. along said right of way, a distance of 187.35 feet to a point of curve to the right having a radius of 25.00 feet, a central angle of 89°35'39" and subtended by a chord which bears N.73°26'45"E., a chord distance of 35.23 feet; thence easterly along the arc a distance of 39.09 feet to the southerly right of way line of Inverness Center Drive (Variable ROW); thence S.61°45'37"E. along said right of way, a distance of 262.39 feet to the POINT OF BEGINNING.

Containing 161,908 square feet or 3.72 acres, more or less.