

UCC FINANCING STATEMENT

A. NAME & PHONE OF CONTACT AT FILER [optional]
ChoicePoint1 (770)369-8677

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

ChoicePoint1

2885 Breckinridge
Lite 200
Buluth, GA 30096

	THE ABOVE	THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY				
DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1a. ORGANIZATION'S NAME DDRTC River Ridge LLC	r1b)-do not abbreviate or combine names		·	· · · · · · · · · · · · · · · · · · ·		
1b, INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE	SUFFIX			
MAILING ADDRESS 300 Enterprise Parkway o Developers Diversified Realty Corp	Beachwood	STATE	POSTAL CODE 44122	COUNTRY		
ADD'L INFO RE 1e, TYPE OF ORGANIZATION ORGANIZATION LLC DEBTOR	1f. JURISDICTION OF ORGANIZATION DE	1g. ORG 4291	ANIZATIONAL ID#, if any	NONE		
ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only on 2a. ORGANIZATION'S NAME 2b. INDIVIDUAL'S LAST NAME	ne debtor name (2a or 2b) - do not abbreviate or com	bine names MIDDLE	NAME	SUFFIX		
: MAILING ADDRESS	СПҮ	STATE POSTAL CODE		COUNTRY		
ADD'L INFO RE 2e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR	2f. JURISDICTION OF ORGANIZATION	2g. ORG	ANIZATIONAL ID#, if any	NONE		
SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR 3a. ORGANIZATION'S NAME MORTGAGE Electronic Registration Sy 3b. INDIVIDUAL'S LAST NAME		MIDDLE	NAME	SUFFIX		
MAILING ADDRESS O. Box 2300	CITY Flint	STATE MI	POSTAL CODE 48501	COUNTRY		

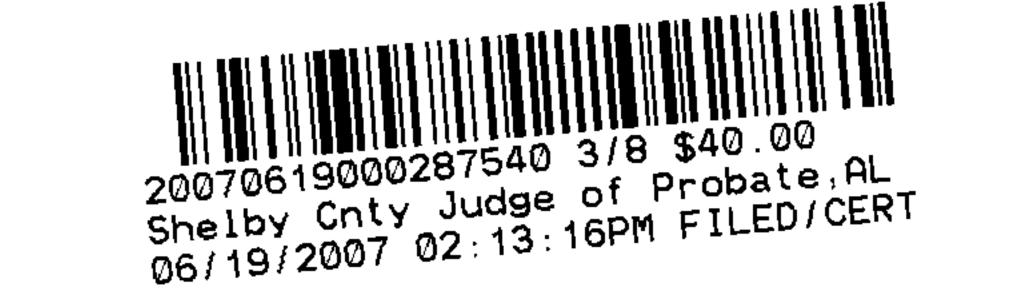
4. This FINANCING STATEMENT covers the following collateral:
See Rider A and Exhibit A attached hereto and made a part hereof.

Tax paid with Mortgage recorded on 3/5/2007; # 20070305000097220.

5. ALTERNATIVE DESIGNATION [if applicable]	LESSEE/LESSOR	CONSIGNE	E/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	R AG. LI	EN NON-U	CC FILING
This FINANCING STATEMENT is to be file ESTATE RECORDS. Attach Addendum		n the REAL [if applicable]	7. Check to REC	UEST SEARCH REPO	RT(S) on Debtor(s) [optional]	All Debtor	rs Debtor 1	Debtor 2

MIN: 8000101-000005124-2

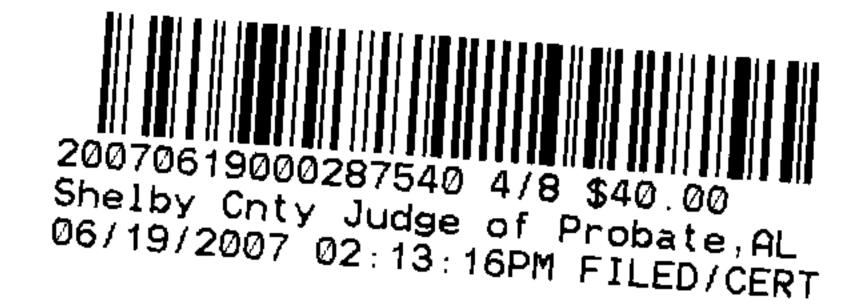
UCC FINANCINO			JM					
9. NAME OF FIRST DEB			STATEME	:NT				
9a. ORGANIZATION'S NA DDRTC River	AME							
9b. INDIVIDUAL'S LAST	NAME	FIRST NAME	· ·	MIDDLE NAME, SUFFIX				
10. MISCELLANEOUS:								
					THE ABOVE	SPACE	S FOR FILING OFF	ICE USE ONLY
11. ADDITIONAL DEBTO		LEGAL NAME - insert only	<u>one</u> name (1	1a or 11b) - do not abbrev	iate or combine name	es		
OR THE PROPERTY OF THE PROPERT								
11b. INDIVIDUAL'S LAST	NAME		FIRS	FIRST NAME		MIDDLE NAME		SUFFIX
11c. MAILING ADDRESS			CITY	· ·		STATE	POSTAL CODE	COUNTRY
11d. SEEINSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATIO	DN 11f.	JURISDICTION OF ORGAI	NIZATION	11g. ORG	 SANIZATIONAL ID #, if a	any NONE
12. ADDITIONAL SEC	CURED PARTY	S or ASSIGNOR S	S/P'S NAI	∕IE - insert only <u>one</u> name	(12a or 12b)	1		INONE
12a. ORGANIZATION'S N	NAME							
OR 12b. INDIVIDUAL'S LAST	12b. INDIVIDUAL'S LAST NAME		FIRS	FIRST NAME		MIDDLE NAME SUFFIX		
12c, MAILING ADDRESS			CITY			STATE	POSTAL CODE	COUNTRY
13. This FINANCING STATES collateral, or is filed as a 14. Description of real estate	fixture filing.	as-extra	cted 16.	Additional collateral descri	ption:			
ee Rider A and ereto and made								
			!					
15. Name and address of a F	RECORD OWNER of	above-described real estate						
(if Debtor does not have a	a record interest):							
			17.	Check <u>only</u> if applicable ar	nd check <u>only</u> one box	(.		
							roperty held in trust or	Decedent's Estate
				Check <u>only</u> if applicable ar Debtor is a TRANSMITTING		C.		
				Filed in connection with a		Transaction	- effective 30 years	
				Filed in connection with a				



RIDER A TO UCC

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

- (i) that certain real property described in **Exhibit A** attached hereto and made a part hereof (collectively, the "Land");
- (ii) to the extent permitted by law, 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 the Mortgage, Deed of Trust, or Deed to Secure Debt, as applicable, delivered by Debtor to Secured Party (the "Security Instrument");
- (iii) all of Debtor's right, title and interest in and to the buildings, foundations, structures, improvements and fixtures now or hereafter located or erected on the Land (the "Improvements");
- all of Debtor's right, title and interest in and to (A) all streets, avenues, (iv) roads, alleys, passages, places, sidewalks, strips and gores of land and ways, existing or proposed, public or private, adjacent to the Land, and all reversionary rights with respect to the vacation of said streets, avenues, roads, alleys, passages, places, sidewalks and ways in the land lying thereunder; (B) all air, light, lateral support, development, drainage, oil, gas and mineral rights, options to purchase or lease, waters, water courses and riparian rights now or hereafter pertaining to or used in connection with the Land and/or the Improvements; (C) all and singular, the tenements, hereditaments, rights of way, easements, appendages and appurtenances and property now or hereafter belonging or in any way appertaining to the Land and/or the Improvements; and (D) all estate, right, title, claim or demand whatsoever, either at law or in equity, in possession or expectancy, of, in and to the Land and/or the Improvements (collectively, the "Appurtenances");
- all of Debtor's right, title and interest in and to the machinery, appliances, apparatus, equipment, fittings, fixtures, materials, articles of personal property and goods of every kind and nature whatsoever used in connection with the Land and/or the Improvements and all additions to and renewals and replacements thereof, and all substitutions therefor, now or hereafter affixed to, attached to, placed upon or located upon or in the Land and/or the Improvements, or any part thereof, and used in connection with the use, ownership, management, maintenance, enjoyment or operation of the Land and/or the Improvements in any present or future occupancy or use thereof and now owned or leased (to the extent permitted by the applicable Lease) or hereafter owned or leased by Debtor,

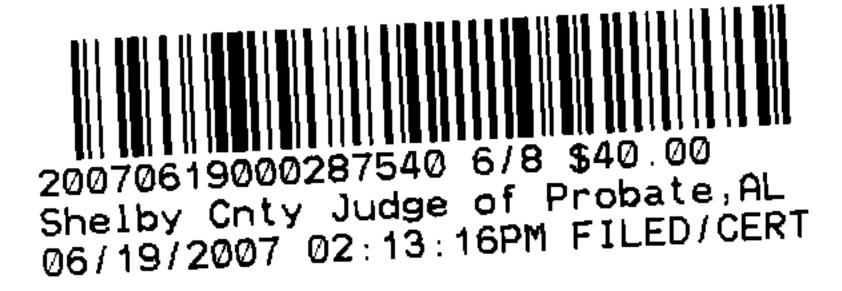


including, but without limiting the generality of the foregoing, all heating, lighting, laundry, cooking, incinerating, loading, unloading and power equipment, boilers, dynamos, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, air cooling and air conditioning apparatus, building materials and equipment, elevators, escalators, carpeting, shades, draperies, awnings, screens, doors and windows, blinds, furnishings (other than equipment and personal property of tenants or guests of, the Land and/or the Improvements, or any part thereof) (collectively, "Building Equipment");

- (vi) all of Debtor's right, title and interest as lessor or licensor, as the case may be, in, to and under all leases, subleases, underlettings, concession agreements and licenses of the Property or any part thereof now existing or hereafter entered into by Debtor, including, without limitation, any cash and securities deposited (collectively, "Leases"), the grant of such cash and securities hereunder being expressly subject to the provisions of the applicable Leases and all of Debtor's right, title and interest, subject to the provisions of the Security Instrument, in the right to receive and collect the revenues, income, rents, issues, profits, royalties and other benefits payable under any of the Leases (collectively, "Rents"), and all revenues, income, rents, issues and profits otherwise arising from the use or enjoyment of all or any portion of the Property;
- (vii) subject to the provisions of Section 6.2 of the Loan Agreement, all of Debtor's right, title and interest in and to all proceeds, judgments, claims, compensation, awards or payments hereafter made to Debtor for the taking, whether permanent or temporary, by condemnation, eminent domain, or for any conveyance made in lieu of such taking, of the whole or any part of the Property, including, without limitation, all proceeds, judgments, claims, compensation awards or payments for changes of grade of streets or any other injury to or decrease in the value of the Property, whether direct or consequential, which awards and payments are hereby, subject to the provisions of the Loan Agreement, assigned to Beneficiary, who is, subject to the provisions of the Loan Agreement, hereby authorized to collect and receive the proceeds thereof and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the obligations of Debtor under the Security Instrument (the "Obligations") in such order as Secured Party may determine in accordance with the provisions of the Security Instrument without regard to the adequacy of Secured Party's security hereunder and notwithstanding the fact that the amount thereof may not then be due and payable, and toward the payment of reasonable counsel fees, costs and disbursements incurred by Secured Party in connection with the collection of such awards or payments; and Debtor hereby agrees, subject to the provisions of the Loan Agreement, upon request, to make, execute and deliver any and all further assignments and other instruments sufficient for the

purpose of confirming this assignment of said proceeds, judgments, claims, compensation awards or payments to Secured Party, free, clear and discharged of any encumbrances of any kind or nature whatsoever other than the Permitted Encumbrances (as defined in the Loan Agreement) and any Leases permitted by the Loan Agreement;

- (viii) subject to the provisions of Section 6.2 of the Loan Agreement, all of Debtor's right, title and interest in and to all unearned premiums paid under insurance policies now or hereafter obtained by Debtor to the extent the same insure the Property and any other insurance policies required to be maintained pursuant to Section 6.1 of the Loan Agreement to the extent the same insure the Property, including, without limitation, liability insurance policies and Debtor's interest in and to all proceeds of the conversion and the interest payable thereon, voluntary or involuntary, of the Property, or any part thereof, into cash or liquidated claims including, without limitation, proceeds of casualty insurance, title insurance or any other insurance maintained on or with respect to the Property (other than liability insurance);
- all right, title and interest of Debtor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and Appurtenances to, the Property, hereafter acquired by or released to Debtor or constructed, assembled or placed by Debtor on the Property, and all conversions of the security constituted thereby; immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, to the extent permitted by law, without any further mortgage, conveyance, assignment or other act by Debtor, all such extensions, improvements, betterments, renewals, substitutes and replacements shall become subject to the lien of the Security Instrument as fully and completely, and with the same effect, as though now owned by Debtor and specifically described herein;
- (x) all of Debtor's right, title and interest in, to and under, to the extent the same may be encumbered or assigned by Debtor pursuant to the terms thereof without occurrence of a breach or default thereunder and to the extent permitted by applicable law, and without impairment of the validity or enforceability thereof, (A) any REAs (as defined in the Loan Agreement) and all contracts and agreements relating to the Property (other than the Leases), and other documents, books and records, related to the ownership and operation of the Property; (B) to the extent permitted by law, all Licenses (including, to the extent permitted by law, any licenses held by Debtor permitting the sale of liquor at any of the Property the transfer and/or assignment of which is permitted by law without filing or other qualification), warranties, guaranties, building permits and government approvals relating to or required for the construction, completion, occupancy and operation of the Property; (C) all plans and



specifications for the construction of the Improvements, including, without limitation, installations of curbs, sidewalks, gutters, landscaping, utility connections and all fixtures and equipment necessary for the construction, operation and occupancy of the Improvements; (D) all such other contracts and agreements (other than the Leases) from time to time executed by Debtor relating to the ownership, leasing, construction, maintenance, operation, occupancy or sale of the Property, together with all rights of Debtor to compel performance of the terms of such contracts and agreements, including, without limitation, the Purchase Agreement (as defined in the Loan Agreement), (E) subject to the terms of the Loan Agreement) and any funds in such Collateral Accounts from time to time (it being understood that at such time as Debtor shall withdraw any amounts from any Collateral Accounts in accordance with the provisions of the Loan Agreement, the same shall cease to constitute part of the Property);

- to the extent the same may be encumbered or assigned by Debtor pursuant to the terms thereof and to the extent permitted by law, all of Debtor's right, title and interest in, to and under documents, instruments, and general intangibles, as the foregoing terms are defined in the Uniform Commercial Code as in effect in the State in which the applicable item of Property is located (the "UCC"), and credit card receivables and escrows, in any case which now or hereafter relate to, are derived from, or are used in connection with the Property, and all contract rights, franchises, books, records, plans, specifications, Licenses, actions and causes of action which now or hereafter relate to, are derived from or used in connection with the Property or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (collectively, the property described in the foregoing paragraphs (vii), (viii), (ix), (x) and this paragraph (xi), the "Intangibles"); and
- (xii) all of Debtor's right, title and interest in all proceeds, both cash and noncash, of the foregoing which may be sold or otherwise be disposed of pursuant to the terms hereof.

As used herein, the following terms have the following meanings:

Licenses: Shall mean all certifications, permits, licenses and approvals, including without limitation, liquor licenses, certificates of completion and occupancy permits required of Debtor for the legal use, occupancy and operation of the Property for retail and ancillary purposes.

Loan Agreement: Shall mean that certain Loan Agreement, dated as of February ____, 2007 between Debtor and Bank of America, N.A. ("Lender").

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

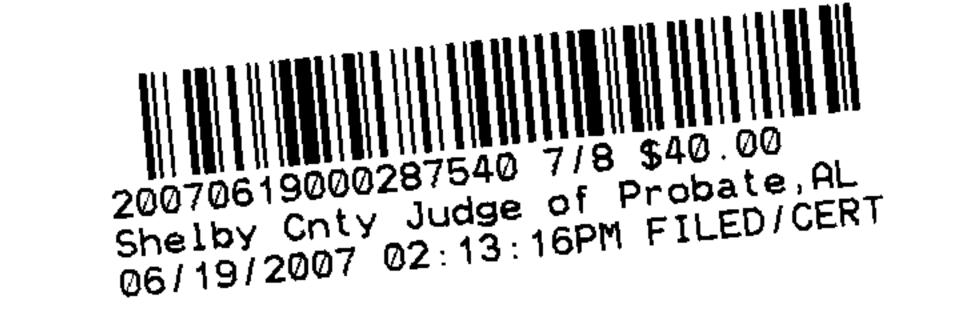


Exhibit A

Legal Description

Parcell:

Lot 3-A, according to the Survey of River Ridge Plaza Lot 3 Resurvey, as recorded in Map Book 31, page 58, in the Probate Office of Shelby County, Alabama.

Together with easement rights as contained in that certain Reciprocal Easement and Operating Agreement recorded as Instrument 1999-38039, in the Probate Office of Shelby County, Alabama; and

Together with easement rights as contained in that certain Operation and Easement Agreement recorded as instrument 1999-38041, in the Probate Office of Shelby County, Alabama, as amended by Scrivener's Affidavit recorded as instrument 200104-4979 in the Probate Office of Jefferson County, Alabama; and First Amendment to Operation and Easement Agreement recorded as Instrument 20021217000629710, re-recorded in Instrument 200302120000868830 in the Probate Office of Shelby County, Alabama; and

Together with easement rights as contained in Grant of Easements recorded as Instrument 2000-01426, in the Probate Office of Shelby County, Alabama; and

Together with easement rights as contained in Construction, Operations, Restrictions and Easement Agreement recorded as Instrument 2001-37114 and 20030512000291030, in the Probate Office of Shelby County, Alabama.

Together with easement rights as contained in Detention Pond and Drainage Easement recorded as Instrument 20030512000291040, in the Probate Office of Shelby County, Alabama.

Parcel II:

Lot 5, according to the Survey of River Ridge Plaza, as recorded in Map Book 26, page 14, in the Probate Office of Shelby County, Alabama.

Together with easement rights as contained in that certain Reciprocal Easement and Operating Agreement recorded as Instrument 1999-38039, in the Probate Office of Shelby County, Alabama; and

Together with easement rights as contained in that certain Operation and Easement Agreement recorded as Instrument 1999-38041, in the Probate Office of Shelby County, Alabama, as amended by Scrivener's Affidavit recorded as Instrument 200104-4979 in the Probate Office of Jefferson County, Alabama; and First Amendment to Operation and Easement Agreement recorded as Instrument 20021217000629710, re-recorded in Instrument 200302120000868830 in the Probate Office of Shelby County, Alabama; and

Together with easement rights as contained in Grant of Easements recorded as Instrument 2000-01426, in the Probate Office of Shelby County, Alabama; and

Together with easement rights as contained in Construction, Operations, Restrictions and Easement Agreement recorded as instrument 2001-37114 and 20030512000291030, in the Probate Office of Shelby County, Alabama.

Together with easement rights as contained in Detention Pond and Drainage Easement recorded as Instrument 20030512000291040, in the Probate Office of Shelby County, Alabama.

20070619000287540 8/8 \$40.00 Shelby Cnty Judge of Probate, AL 06/19/2007 02:13:16PM FILED/CERT

Parcelli:

Lots 3-B, according to the Survey of River Ridge Plaza Lot 3 Resurvey, as recorded in Map Book 31, page 58, in the Probate Office of Shelby County, Alabama.

Together with easement rights as contained in that certain Reciprocal Easement and Operating Agreement recorded as Instrument 1999-38039, in the Probate Office of Shelby County, Alabama; and

Together with easement rights as contained in that certain Operation and Easement Agreement recorded as Instrument 1999-38041, in the Probate Office of Shelby County, Alabama, as amended by Scrivener's Affidavit recorded as Instrument 200104-4979 in the Probate Office of Jefferson County, Alabama; and First Amendment to Operation and Easement Agreement recorded as Instrument 20021217000629710, re-recorded in Instrument 200302120000868830 in the Probate Office of Shelby County, Alabama; and

Together with easement rights as contained in Grant of Easements recorded as instrument 2000-01426, in the Probate Office of Shelby County, Alabama; and

Together with easement rights as contained in Construction, Operations, Restrictions and Easement Agreement recorded as Instrument 2001-37114 and 20030512000291030, in the Probate Office of Shelby County, Alabama.

Together with easement rights as contained in Detention Pond and Drainage Easement recorded as Instrument 20030512000291040, in the Probate Office of Shelby County, Alabama.