

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



20070904000415100 1/7 \$38.00
Shelby Cnty Judge of Probate, AL
09/04/2007 02:48:45PM FILED/CERT

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Seyfarth Shaw LLP
One Peachtree Pointe, Suite 700
1545 Peachtree Street, N.E.
Atlanta, Georgia 30309-2401
Attn: Lori H. Whitfield, Esq.

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				
PERA Lee Branch, Inc.				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
1225 17th Street, Suite 2750		Denver	CO	80202
1d. TAX ID #: SSN OR EIN		1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		corporation	Colorado	20071275799 <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. TAX ID #: SSN OR EIN		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				
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA - Attn: Asset Management Department				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2200 Ross Avenue, Suite 4900E		Dallas	TX	75201

4. This FINANCING STATEMENT covers the following collateral:

The Collateral, which relates to the real property described on Exhibit A attached hereto and made a part hereof, includes fixtures, chattel paper, accounts, general intangibles, goods, equipment, inventory, documents, instruments, and all products and proceeds of the foregoing as more particularly described on Exhibit B attached hereto and made a part hereof.

Debtor is the record owner of the real property.

The collateral covered by this Financing Statement is additional security to the Mortgage and Security Agreement filed of even date herein in Shelby County, Alabama.

Loan No. 706107527

File with Shelby County Real Estate Recording - Judge of Probate

5. ALTERNATIVE DESIGNATION [if applicable]:		<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6.	<input checked="" type="checkbox"/> 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) [ADDITIONAL FEE] [optional]		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA							
(c/m 28227.823 - Document No. 32424741)							

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	PERA Lee Branch, Inc.		
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
11d. TAX ID #: SSN OR EIN	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

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 hereto and incorporated herein by reference.

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

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 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

DEBTOR: PERA LEE BRANCH, INC., a Colorado nonprofit corporation

SECURED PARTY: THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,
a New Jersey corporation

EXHIBIT A
TO UCC-1 FINANCING STATEMENT

(Description of Real Property)

STATE OF ALABAMA
SHELBY COUNTY

A parcel of land situated in the Southeast 1/4 of the Northwest 1/4, the Northeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northeast 1/4, all in Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said parcel being Lot 1C of "A Resubdivision of the Village at Lee Branch" as recorded in Map Book 31, Pages 130A and 130B in the office of the Judge of Probate of Shelby County, Alabama, and being more particularly described as follows:

Commence at an iron pin found at the Southwest corner of the Southwest 1/4 of the Northeast 1/4 of said Section 5; thence proceed N 88°49'06" E along the South line of said Southwest 1/4 of Northeast 1/4 for 204.40 feet to a point on the Westerly right of way margin of U.S. Highway 280 (right of way varies); thence leaving said South line of said Southwest 1/4 of Northeast 1/4 proceed N 07°19'16" W along said Westerly right of way margin for 382.75 feet to a point; thence proceed N 03°59'20" E along said Westerly right of way margin of U.S. Highway 280 for 44.06 feet to a point on the Northern right of way margin of Doug Baker Boulevard, said point being the POINT OF BEGINNING of the herein described parcel of land; thence leaving said Westerly right of way margin of U.S. Highway 280, proceed S 82°20'46" W, along said Northerly right of way margin of Doug Baker Boulevard, for 145.66 feet to an iron pin set; thence proceed S 82°06'07" W for 88.45 feet to an iron pin set on a curve to the left; said curve being non-tangent to the last described course and having a central angle of 41°57'11", a radius of 50.00 feet and a chord which bears N 19°44'50" E for 35.80 feet; thence, leaving said Northerly right of way margin of Doug Baker Boulevard, proceed Northeasterly along the arc of said curve for 36.61 feet to the end of said curve; thence proceed N 01°13'46" W, tangent to last described curve, for 118.44 feet to an iron pin set; thence proceed S 88°46'14" W for 355.00 feet to an iron pin set; thence proceed S 01°06'16" E for 229.00 feet to an iron pin set; thence proceed N 88°46'14" E for 115.57 feet to an iron pin set on the Northerly right of way margin of Doug Baker Boulevard, said right of way margin being in a curve to the left; said curve being non-tangent to the last described course and having a central angle of 17°59'50", a radius of 362.50 feet and a chord which bears S 42°33'12" W for 113.40 feet; thence proceed Southwesterly along said Northerly right of way margin and along the arc of said curve for a distance of 113.86 feet to an iron pin set; thence proceed S 33°33'18" W along said right of way margin of Doug Baker Boulevard and tangent to the last described curve for 110.93 feet to an iron pin set at the beginning of a curve to the



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right, said curve being tangent to the last described course and having a central angle of $45^{\circ}30'10''$, a radius of 462.50 feet and a chord which bears S $56^{\circ}18'22''$ W for 357.73 feet; thence proceed Southwesterly along said right of way margin of Doug Baker Boulevard and along the arc of said curve for 367.30 feet to the end of said curve; thence proceed S $82^{\circ}47'09''$ W along said Northerly right of way margin and along a line that is non-tangent to the last described curve for 118.95 feet to an iron pin set at the beginning of a curve to the right, said curve being non-tangent to the last described course and having a central angle of $76^{\circ}12'26''$, a radius of 470.00 feet and a chord which bears N $48^{\circ}12'39''$ W for 580.06 feet; thence proceed Northwesterly along said Northerly right of way margin of Doug Baker Boulevard and along the arc of said curve for 625.13 feet to the end of said curve; thence proceed N $10^{\circ}06'25''$ W along said Northerly right of way margin of Doug Baker Boulevard and tangent to the last described curve for 194.85 feet to an iron pin set at the beginning of a curve to the left, said curve being tangent to the last described course and having a central angle of $56^{\circ}30'39''$, a radius of 605.00 feet and a chord which bears N $38^{\circ}21'45''$ W for 572.82 feet; thence proceed Northwesterly along said Northerly right of way margin of Doug Baker Boulevard and along the arc of said curve for 596.71 feet to the end of said curve; thence, leaving said Northerly right of way margin of Doug Baker Boulevard, proceed N $88^{\circ}45'44''$ E along a line that is non-tangent to the last described curve for 331.81 feet to an iron pin found; thence proceed N $88^{\circ}41'32''$ E for 1335.96 feet to an iron pin found on the East line of said Southeast quarter of the Northwest quarter of Section 5, Township 19 South, Range 1 West; thence proceed S $00^{\circ}25'08''$ E for 520.11 feet to an iron pin set; thence proceed N $88^{\circ}49'06''$ E for 165.30 feet to an iron pin set on the Westerly right of way margin of U.S. Highway 280; thence proceed S $03^{\circ}59'20''$ W along said Westerly right of way margin of U.S. Highway 280 for 45.70 feet to the POINT OF BEGINNING of the herein described parcel of land.

Said parcel contains 1,111,699.40 Square Feet or 25.521 Acres more or less.

DEBTOR: PERA LEE BRANCH, INC., a Colorado nonprofit corporation

SECURED PARTY: THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,
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Exhibit B
TO UCC-1 FINANCING STATEMENT
(Village at Lee Branch)

Collateral Description:

All of the Debtor's right, title and interest now owned or hereafter acquired in and to the following property (hereinafter collectively referred to as "Collateral"):

(a) All fixtures (the "Fixtures") located upon or within the Improvements or now or hereafter installed in, or used in connection with any of the Improvements, whether or not permanently affixed to the Land or the Improvements;

(b) All personal property (other than Fixtures) now or hereafter located in, upon or about or collected or used in connection with the Property, together with all present and future attachments, accessions, replacements, substitutions and additions thereto or therefor, and the cash and noncash Proceeds and Products thereof, including, without limitation, all Goods, Equipment, furniture, fixtures and furnishings (including, without limitation, all appliances, satellite television equipment, light fixtures, drapes and window coverings, floor coverings, laundry equipment, and office equipment), all property listed in the Inventory, the Impound Account, the Agreements, all drawings, plans and specifications and all Accounts, Deposit Accounts, Contract Rights and General Intangibles (including any insurance proceeds and condemnation awards or compensation), Payment Intangibles and Letter of Credit Rights arising out of or incident to the ownership, development or operation of the Property owned by or in which Mortgagor has an interest. The terms "Accounts", "Deposit Account", "Equipment", "fixture", "General Intangible", "Goods", "Inventory", "Letter-of-Credit Right", "Payment Intangible", "Proceeds" and "Products" have the respective meanings ascribed thereto in Article 9 of the Ohio Uniform Commercial Code. To the extent the definition of any category or type of collateral is expanded by any amendment, modification or revision to the Ohio Uniform Commercial Code, such expanded definition will apply automatically as of the date of such amendment, modifications or revision; and

(c) All of the Products and Proceeds of the foregoing.

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

Agreements: All agreements, contracts, reports, surveys, plans, drawings and governmental approvals whatsoever pertaining to the operation of the Property or to the construction of the Improvements, as the same may be amended or otherwise modified from time to time.

DEBTOR: PERA LEE BRANCH, INC., a Colorado nonprofit corporation

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Mortgage: That certain Mortgage and Security Agreement dated as of August 30, 2007 by and between Debtor, as "Mortgagor" therein, Secured Party, as "Mortgagee" therein.

Inventory: The description of personal property certified by Debtor attached hereto as Exhibit B-1.

Impound Account: The account that the Debtor may be required to maintain pursuant to Paragraph 3.4 of the Mortgage for the deposit of amounts required to pay Impositions and insurance premiums.

Impositions: All real estate and personal property and other taxes and assessments, and any and all other charges, expenses, payments, claims, mechanics' or material suppliers' liens or assessments of any nature that at any time may be assessed, levied, imposed or become a lien upon the Property or the rent or income received therefrom or any use or occupancy thereof.

Improvements: All buildings and other improvements and appurtenances located on or attached to the Land, or at any time hereafter constructed or placed upon or attached to the Land and all additions to, modifications of and replacements thereof.

Land: That certain real property located in the County of Shelby, State of Alabama, as more particularly described in Exhibit A hereto.

Leases: Any and all leases, occupancy agreements, rental agreements and other leasehold interests now or hereafter affecting or covering any part of the Property.

Loan Documents: All documents executed in connection with the loan to the Debtor which is secured by the Collateral.

Property: Collectively, the Land, the Improvements and the Collateral.


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SECURED PARTY: THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,
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EXHIBIT B-1
TO UCC-1 FINANCING STATEMENT

(Personal Property Inventory)

None.


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