

## UCC FINANCING STATEMENT

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

FILING OFFICE COPY –UCC FINANCING STATEMENT (FORM UCC1) (REV. 5/22/02)

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

B. SE	ND ACKNOWLEDGEM	IENT TO: (Name and A	ddress)						
	Daina I I.	raabrma Eaguir	••						
	Brian J. Iwashyna, Esquire								
		Sanders LLP							
		e Box 1122	4 ^						
	Richmond,	Virginia 232	18		THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY				
1 D	ERTOR'S EXACT FI	ILL LEGAL NAME -	- insert only one debtor name (la	or 1b) – do not abb	<u> </u>		AING OTTICE OBE ON		
1. Di	1a. ORGANIZATION		moore only one doctor manie (14	<u> </u>					
OR	GRAY PROPERTY 7102, LLC			<del></del> -				SUFFIX	
1b. INDIVIDUAL'S LAST NAME				FIRST NAME	NAME		MIDDLE NAME		
lc M	AILING ADDRESS		<u> </u>	CITY		STATE POSTAL CODE		COUNTRY	
		Avenue, Suite 2	200	Richmond		Va	23230	USA	
	E INSTRUCTIONS	ADD'L INFO RE	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION Virginia		1g. ORGANIZATIONAL ID#, if a S170491-7		any    NONE	
		ORGANIZATION DEBTOR	limited liability						
		DEBTOR	company						
2. A			EGAL NAME – insert only one	lebtor name (2a or	2b) – do not abbreviate	or combine	names		
	2a. ORGANIZATION		A TA 7						
OR		IBER COMPA	ANY	FIRST NAME		MIDDLE NAME		SUFFIX	
	2b. INDIVIDUAL'S L	LAST NAME		I IKSI IWAWA					
2c. M	AILING ADDRESS			CITY		STATE	POSTAL CODE	COUNTRY	
500	4 Monument A	Avenue, Suite 2	200	Richmond		VA	23230	USA	
2d. <u>SI</u>	EE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION	2e. TYPE OF ORGANIZATION	į			2g. ORGANIZATIONAL ID#, if any   O114604-2   NONE		
		DEBTOR	corporation	Virginia			· · · · · · · · · · · · · · · · · · ·	□ NONE	
3. Si		<del></del>	TOTAL ASSIGNEE of ASSIGNO	OR S/P) – insert on	ly one secured party na	me (3a or 3	b)	<del> </del>	
	3a. ORGANIZATION		MORTGAGE COR	PORATION	V				
OR	3b. INDIVIDUAL'S I		TITOILI GILGE	FIRST NAME		MIDDLE NAME		SUFFIX	
								001010001	
3c. MAILING ADDRESS			CITY		VA POSTAL CODE VA 22102		COUNTRY		
	00 Jones Branc		C 11 ' 11 . 1	McLean		VA	22102	USA	
4. Tł	is FINANCING STA	TEMENT covers the	following collateral:						
r	lahtar'a interes	t in all properts	located on or used or	acquired in	connection with	the one	ration and ma	intenance	
1 2	fthe most setet	a decembed in t	he attached Exhibit A,	including w	zithout limitatio	n the co	allateral descr	ihed on	
				merading, w	villiout illilitatio	ii, uic c	Jiiaterai aeser	ioca on	
<u>E</u>	xnibit B attach	ied nereto and	made a part hereof.						
FH	LMC Loan No	). 487777557							
5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING									
6. 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]  All Debtors Debtor 1 Debtor 2									
8. OPTIONAL FILER REFERENCE DATA									
Lake Heather Reserve at Inverness (Local)									

20080326000121360 2/6 \$38.00	
-CL-16C-4 1des of Dechato	O!

## UCC FINANCING STATEMENT ADDENDUM

10. MISCELLANEOUS

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

9a. ORGANIZATION'S NAME

GRAY PROPERTY 7102, LLC

9b. INDIVIDUAL'S LAST NAME

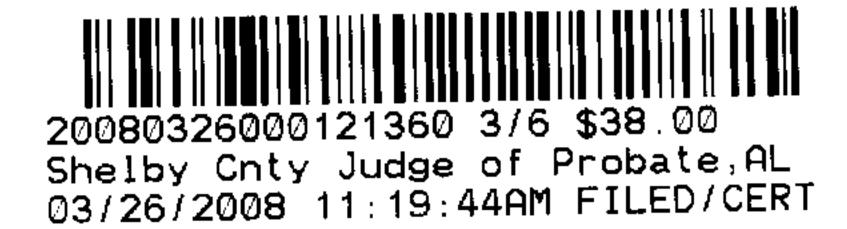
FIRST NAME

MIDDLE NAME, SUFFIX

FILING OFFICE COPY –UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 5/22/02)

20080326000121360 2/6 \$38.00
Shelby Cnty Judge of Probate, AL
03/26/2008 11:19:44AM FILED/CERT

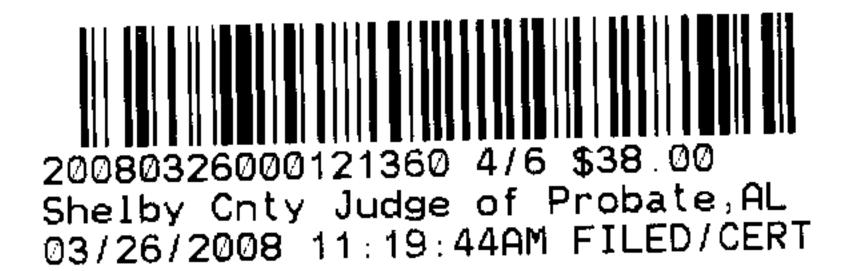
	<u> </u>					FILING OFFICE USE	ONLY
		EGAL NAME - insert only one d	lebtor name (11a or 11b	) – do not abbreviat	e or combine nai	nes:	<del></del>
11a. ORGANIZATION		<b>-</b>					
5 PFC	COMPANY,	L.P.			- 41D-D1 12-314-34		CUECIV
11b. INDIVIDUAL'S I	LAST NAME		FIRST NAME		MIDDLE NAME		SUFFIX
	<u> </u>				STATE POSTAL CODE		COUNTRY
11c. MAILING ADDRESS	~ · · ~	00	CITY			_	
5004 Monument A			Richmond				USA
11d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION ORGANIZATION DEBTOR  11e. TYPE OF ORGANIZATION limited partnership		11f. JURISDICTION OF ORGANIZATION		11g. ORGANIZATIONAL ID#, if any		□ NONE	
		Virginia		L001184-3			
12.   ADDITIONAL SEC		ASSIGNOR S/P'S NAME	insert only one name (1	2 or 12b)			
12a. ORGANIZATION							
CAPMARK	BANK						
OR 12b. INDIVIDUAL'S I		······································	FIRST NAME	FIRST NAME		MIDDLE NAME	
					STATE		
12c. MAILING ADDRESS			CITY			POSTAL CODE	COUNTRY
6955 Union Park (	Center, Suite 33	30, Attn: President	Midvale		UT	84047	USA
collateral, or is filed as a 🗷	fixture filing.	mber to be cut or $\square$ as extracted and made a part hereof.					
15. Name and address of RECORD OWNER of above-described real estate (if Debtor does not have a record interest):			Debtor is a Troll 18. Check only if  Debtor is a Debtor is a Filed in co	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**

Part of Section 35, Township 18 South, Range 2 West and Section 2, Township 19 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Northeast corner of the Southeast quarter of the Southeast quarter of Section 35, Township 18 South, Range 2 West, Shelby County, Alabama and run North 88° 48' 03" West along the North line of same 734.25 feet; thence run South 41° 25' 52" West 1019.03 feet to the point of beginning, said point being on the Southeasterly right of way of Inverness Parkway; thence the following courses paralleling the existing paved drive to the Lake Heather boat launch, South 49° 19' 19" East, 44.63 feet to the point of curve of a curve to the right, having a radius of 50.00 feet and a central angle of 60° 20' 45"; thence run South 19° 08' 56" East along the chord of said curve 50.26 feet to the point of tangent; thence run South 11° 01' 26" West, 96.35 feet; thence South 19° 53' 48" West, 72.94 feet to the point of curve of a curve to the left, having a radius of 213.40 feet and a central angle of 87° 13' 13"; thence run South 23° 42' 48" East along the chord of said curve 294.38 feet to the point of tangent; thence run South 67° 19' 24" East, 84.72 feet; thence North 48° 34' 32" East, 58.21 feet to a point on the 496.00 elevation contour, being the mean water elevation of Lake Heather; thence run in a general Southerly direction along the meanderings of said 496.00 contour 2283.6 feet, more or less to a point on the Northerly boundary of the proposed Inverness Cove Garden Home development, not yet recorded; thence the following courses along the Northerly boundary of said proposed subdivision South 62° 27' 53" West, 70.91 feet; thence run North 36° 25' 48" West, 133.59 feet; thence run South 64° 00' 15" West, 148.44 feet; thence run North 44° 32' 37" West, 48.97 feet; thence run South 80° 43' 18" West, 88.09 feet; thence run North 39° 17' 36" West, 35.87 feet; thence run North 54° 04' 01" East, 141.72 feet; thence run North 35° 08' 09" West, 73.08 feet; thence run North 53° 32' 36" West, 192.86 feet; thence run North 80° 58' 43" West, 200.08 feet; thence run South 58° 30' 01" West, 94.92 feet to a point on the Southeasterly right of way of Inverness Parkway; thence run North 49° 38' 52" East along said right of way 444.74 feet to the point of curve of a curve to the left, having a radius of 1254.79 feet and a central angle of 18° 36' 00"; thence run North 40° 20' 52" East along the chord of said curve, 405.56 feet to the point of tangent; thence run North 31° 02' 52" East along said right of way, 324.91 feet to the point of curve of a curve to the right, having a radius of 2087.94 feet and a central angle of 10° 23' 00"; thence run North 36° 14' 22" East along the chord of said curve, 377.87 feet to the point of tangent; thence run North 41° 25' 52" East along said right of way, 69.32 feet to the point of beginning.



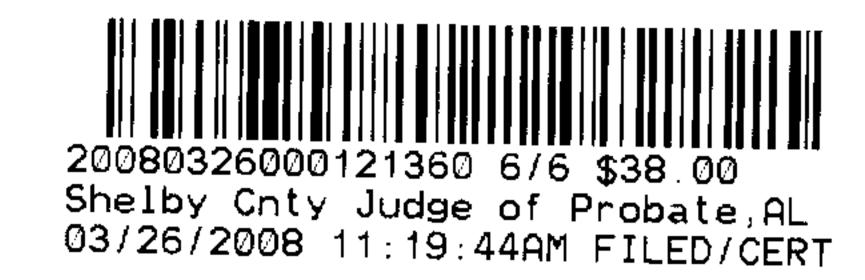
## Financing Statement Exhibit B

(Revision Date 5-20-2003)

All of Debtor's present and future right, title and interest in and to all of the following:

- All of the following which are used now or in the future in connection with the ownership, management or operation of the real property described in Exhibit A and/or the improvements on such real property (the "Property"): machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment (any of the foregoing that are so attached to the Property as to constitute fixtures under applicable law are referred to below as the "Fixtures");
- All furniture, furnishings, equipment, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible personal property (other than Fixtures) which are used now or in the future in connection with the ownership, management or operation of the Property or are located on the Property, and any operating agreements relating to the Property, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property and all other intangible property and rights relating to the operation of, or used in connection with, the Property, including all governmental permits relating to any activities on the Property (the "Personalty");
- (3) All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Property, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;
- (4) All proceeds paid or to be paid by any insurer of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B;
- (5) All awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B under the power of eminent domain or otherwise and including any conveyance in lieu thereof;
- (6) All contracts, options and other agreements for the sale of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

- (7) All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Property, or any portion of the Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals (the "Leases");
- (8) All earnings, royalties, accounts receivable (including accounts receivable for all rents, revenues and other income of the Property, including parking fees, charges for food, health care and other services), issues and profits from the Property, or any other item listed in this Exhibit B, and all undisbursed proceeds of the loan secured by the security interests to which this financing statement relates and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;
- (9) All refunds (other than real property tax refunds applicable to periods before the real property tax year in which the loan secured by the security interests to which this financing statement relates was made) or rebates of (a) water and sewer charges, (b) premiums for fire and other hazard insurance, rent loss insurance and any other insurance required by Secured Party, (c) taxes, assessments, vault rentals, and (d) other charges or expenses required by Secured Party to protect the Property, to prevent the imposition of liens on the Property, or otherwise to protect Secured Party's interests (collectively, the "Impositions") by any municipal, state or federal authority or insurance company;
- (10) All tenant security deposits which have not been forfeited by any tenant under any Lease;
- (11) All names under or by which the Property or any part of it may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Property or any part of it;
- (12) All proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds;
- (13) All interest rate cap agreements, interest rate swap agreements and other interest rate hedging contracts and agreements (collectively, "Cap Agreements") obtained by Debtor (or obtained by Secured Party in the name of Debtor) pursuant to the "Loan Documents" (as defined in that certain Multifamily Mortgage, Assignment of Rents and Security Agreement, in favor of Secured Party and encumbering the real property described in Exhibit A) or as a condition to Secured Party's making the loan that is the subject of such Loan Documents; together with:
  - any and all moneys (collectively, "Cap Payments") payable from time to time pursuant to any Cap Agreement by the interest rate cap provider or other counterparty to a Cap Agreement, or any guarantor of the obligations of any such cap provider or counterparty (a "Cap Provider");
  - (ii) all rights of the Debtor under any Cap Agreement, and all rights of the Debtor to all Cap Payments, including contract rights and general intangibles, now existing or hereafter arising;
  - (iii) all rights, liens and security interests or guarantees now existing or hereafter granted by a Cap Provider or any other person to secure or guaranty payment of any Cap Payment;



- (iv) all documents, writings, books, files, records and other documents arising from or relating to any of the foregoing, whether now existing or hereafter created;
- (v) all cash and non-cash proceeds and products of any of the foregoing; and
- (14) All housing assistance payments payable with respect to the Property by the United States Department of Housing and Urban Development.