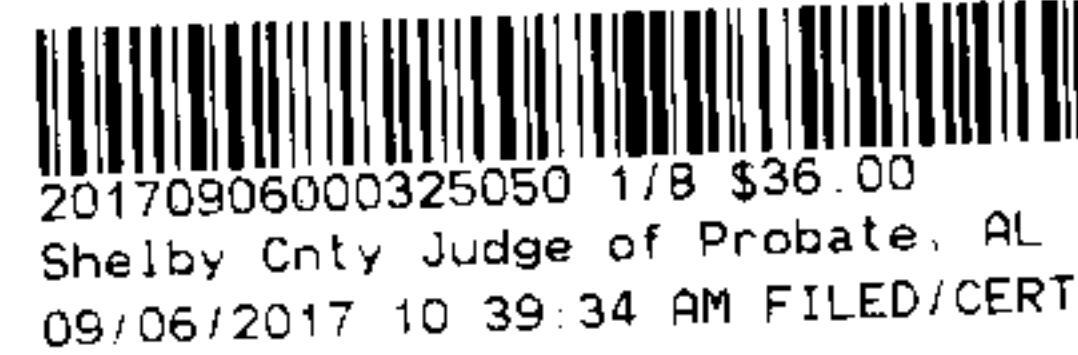


UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 21105 - ARBOR REALTY	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	60452844 ALAL FIXTURE
File with: Shelby, AL	



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 20170712000249300 7/12/2017 CC AL Shelby	1b. <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement	
3. <input checked="" type="checkbox"/> ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8	
4. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law	
5. <input type="checkbox"/> PARTY INFORMATION CHANGE: Check one of these two boxes: <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record AND Check one of these three boxes to: <input type="checkbox"/> CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c <input type="checkbox"/> ADD name: Complete item 7a or 7b, and item 7c <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b	
6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)	
6a. ORGANIZATION'S NAME	
OR	6b. INDIVIDUAL'S SURNAME
	FIRST PERSONAL NAME
	ADDITIONAL NAME(S)/INITIAL(S)
	SUFFIX
7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)	
7a. ORGANIZATION'S NAME	
ARBOR REALTY COMMERCIAL REAL ESTATE NOTES 2016-FL1, LTD.	
OR	7b. INDIVIDUAL'S SURNAME
	INDIVIDUAL'S FIRST PERSONAL NAME
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)
	SUFFIX
7c. MAILING ADDRESS	CITY
c/o MaplesFS Limited, P.O. Box 1093, Queensgate House	Grand Cayman
STATE	POSTAL CODE
CI	KY1-1102
COUNTRY	CYM
8. <input type="checkbox"/> COLLATERAL CHANGE: Also check one of these four boxes: <input type="checkbox"/> ADD collateral <input type="checkbox"/> DELETE collateral <input type="checkbox"/> RESTATE covered collateral <input type="checkbox"/> ASSIGN collateral Indicate collateral:	

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here <input type="checkbox"/> and provide name of authorizing Debtor	
9a. ORGANIZATION'S NAME	
ARBOR REALTY SR, INC.	
OR	9b. INDIVIDUAL'S SURNAME
	FIRST PERSONAL NAME
	ADDITIONAL NAME(S)/INITIAL(S)
	SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: VCP PLANTATION, LLC
60452844 ARSR to CLO 6

UCC-3 Shelby Co. ARSR to CLO6

Prepared by Lien Solutions, P.O. Box 29071,
Glendale, CA 91209-9071 Tel (800) 331-3282

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form 20170712000249300 7/12/2017 CC AL Shelby	
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form	
12a. ORGANIZATION'S NAME ARBOR REALTY SR, INC.	
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

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13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit			
13a. ORGANIZATION'S NAME VCP PLANTATION, LLC			
OR			
13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):
Debtor Name and Address:
VCP PLANTATION, LLC - 2110 Powers Ferry Road Suite 150, Atlanta, GA 30339
VCP CLEAR SPRINGS, LLC - 2110 Powers Ferry Road Suite 150, Atlanta, GA 30339
VCP ROSEWOOD MANOR, LLC - 2110 Powers Ferry Road Suite 150, Atlanta, GA 30339

Secured Party Name and Address:
ARBOR REALTY SR, INC. - 333 EARLE OVINGTON BLVD. SUITE 900, UNIONDALE, NY 11553
ARBOR REALTY COMMERCIAL REAL ESTATE NOTES 2016-FL1, LTD. - c/o MaplesFS Limited, P.O. Box 1093 Queensgate House, Grand Cayman, CI KY1-1102

15. This FINANCING STATEMENT AMENDMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> is filed as a fixture filing	17. Description of real estate: See Exhibit A & B (attached hereto).
16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):	

18. MISCELLANEOUS: 60452844-AL-117 21105 - ARBOR REALTY TRUST ARBOR REALTY SR, INC. File with: Shelby, AL ARSR to CLO 6 UCC-3 Shelby Co. ARSR to CLO6 9603

EXHIBIT A TO UCC-1 FINANCING STATEMENT
COLLATERAL DESCRIPTION

DEBTOR: VCP PLANTATION, LLC, VCP CLEAR SPRINGS, LLC and
VCP ROSEWOOD MANOR, LLC

SECURED PARTY: ARBOR REALTY SR, INC.

The collateral covered by this financing statement is all of the Debtor's right, title and interest in, to and under the following described property and the proceeds thereof, whether now owned or existing, hereafter acquired or arising, or in which the Debtor now or hereafter has any rights (the "Property");

- a) the real property described in Exhibit B attached hereto and made a part hereof (individually and collectively, the "Premises");
- b) all buildings, foundations, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements of every kind or nature now or hereafter located on the Premises (collectively, the "Improvements"); and (ii) to the extent permitted by law, the name or names, if any, as may now or hereafter be used for each Improvement, and the goodwill associated therewith;
- c) all easements, rights-of-way, strips and gores of land, streets, vaults, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, ditches, ditch rights, reservoirs and reservoir rights, air rights and development rights, lateral support, drainage, gas, oil and mineral rights, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises or the Improvements, including, but not limited to, the reversion and reversions, remainder and remainders, whether existing or hereafter acquired, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof and any and all sidewalks, drives, curbs, passageways, streets, spaces and alleys adjacent to or used in connection with the Premises and/or Improvements and all the estates, rights, titles, interests, property, possession, claim and demand whatsoever, both in law and in equity, of Debtor of, in and to the Premises and Improvements, including, but not limited to, every part and parcel thereof, with the appurtenances thereto;
- d) all machinery, equipment, fittings, apparatus, appliances, furniture, furnishings, tools, fixtures (including, but not limited to, all heating air conditioning, ventilating, waste disposal, sprinkler and fire and theft protection equipment, plumbing, lighting, communications and elevator fixtures) and other personal property 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, or in, and used in connection with the Premises or the Improvements, or appurtenant thereto, 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, or in, and used in connection with the Premises or the Improvements or appurtenant thereto, (all of the foregoing items described in this paragraph (d) collectively, the "Equipment"), all of which, and any replacements, modifications, alterations and additions thereto, to the extent permitted by applicable law, shall be deemed to constitute fixtures (the "Fixtures"), and are part of the real estate and security for the payment of the Obligations and the performance of Debtor's obligations. To the extent any portion of the Equipment is not real property or Fixtures under applicable law, it shall be deemed to be personal property, and the Security Instrument shall constitute a security agreement creating a security interest therein in favor of Secured Party under the Uniform Commercial Code (the "UCC");

Exhibit A-1



e) all awards or payments, including interest thereon, which may hereafter be made with respect to the Premises, the Improvements, the Fixtures, or the Equipment, 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 said right), or for a change of grade, or for any other injury to or decrease in the value of the Premises, the Improvements or the Equipment or refunds with respect to the payment of property taxes and assessments, and all other proceeds of the conversion, voluntary or involuntary, of the Premises, Improvements, Equipment, Fixtures or any other Property or part thereof into cash or liquidated claims;

f) all leases, tenancies, licenses and other agreements affecting the use, enjoyment or occupancy of the Premises, the Improvements, the Fixtures, or the Equipment or any portion thereof now or hereafter entered into and all reciprocal easement agreements, license agreements, and other agreements with tenants or occupants and fee owners of property contiguous to or surrounding the Premises (the "Leases"), together with all rents (including additional rents of any kind and percentage rents), rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a bankruptcy proceeding) or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other payments and consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or any of its agents or employees from any and all sources arising from or attributable to the Premises, the Improvements, the Fixtures or the Equipment, including charges for oil, gas, water, steam, heat, ventilation, air-conditioning, electricity, license fees, maintenance fees, charges for taxes, operating expenses or other amounts payable to Debtor (or for the account of Debtor), revenues from telephone services, laundry, vending, television and all receivables, customer obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of the Premises or rendering of services by Debtor, Property Manager, or any of their respective agents or employees and proceeds, if any, from business interruption or other loss of income insurance (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) all proceeds of and any unearned premiums on any insurance policies covering the Premises, the Improvements, the Fixtures, or the Equipment, 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 Premises, the Improvements, the Fixtures or the Equipment and all refunds or rebates of Impositions, and interest paid or payable with respect thereto;

h) all right, title and interest of every nature of Debtor in all monies deposited or to be deposited in any funds or accounts maintained or deposited with Secured Party, or its assigns, in connection herewith;

i) all Property Agreements, accounts receivable, contract rights, franchises, interests, estate or other claims, both at law and in equity, relating to the Premises, the Improvements, the Fixtures or the Equipment, not included in Rents;

j) all claims against any Person with respect to any damage to the Premises, the Improvements, the Fixtures or Equipment including, without limitation, damage arising from any defect in or with respect to the design or construction of the improvements, the Fixtures or the Equipment and any damage resulting therefrom;

k) all deposits or other security or advance payments, including rental payments made by or on behalf of Debtor to others, with respect to (i) insurance policies, (ii) utility services, (iii) cleaning, maintenance, repair or similar services, (iv) refuse removal or sewer service, (v) parking or similar services

Exhibit A-2

or rights and (vi) rental of Equipment, if any, relating to or otherwise used in the operation of the Premises, Improvements, the Fixtures or Equipment;

l) all intangible property relating to the Premises, the Improvements, the Fixtures or the Equipment or its operation, including, without limitation, trade names, trademarks, logos, building names and goodwill;

m) all advertising material, guaranties, warranties, building permits, other permits, licenses, plans and specifications, shop and working drawings, soil tests, appraisals and other documents, materials and/or personal property of any kind now or hereafter existing in or relating to the Premises, the Improvements, the Fixtures, and the Equipment;

n) all surveys, drawings, designs, plans and specifications prepared by the architects, engineers, interior designers, landscape designers and any other consultants or professionals for the design, development, construction, repair and/or improvement of the Property, as amended from time to time;

o) the right, in the name of and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Premises, the Improvements, the Fixtures or the Equipment and to commence any action or proceeding to protect the interest of Secured Party in the Premises, the Improvements, the Fixtures or the Equipment; and

p) all proceeds of each of the foregoing.

Capitalized terms used herein without definition shall have the meanings assigned to them in that certain Loan Agreement dated as of June 20, 2017 between Debtor and Secured Party (as the same may hereafter be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement").

This UCC Financing Statement is filed in connection with that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of June 20, 2017, given by Debtor to Secured Party (the "Security Instrument"), covering *inter alia* the interest of Debtor in the Property.



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Shelby Cnty Judge of Probate, AL
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Exhibit A-3

EXHIBIT B TO UCC-1 FINANCING STATEMENT

LEGAL DESCRIPTION

CLEAR SPRINGS PROPERTY

PARCEL 1:


A PART OF THE SE 1/4 OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE WHERE THE SOUTHEAST RIGHT OF WAY LINE OF ALABAMA HIGHWAY NO. 25 INTERSECTS THE WEST RIGHT OF WAY LINE OF EGG AND BUTTER ROAD THENCE SOUTH 49 DEGREES 59 MINUTES 02 SECONDS WEST 514.43 FEET ALONG THE SOUTHEAST RIGHT OF WAY LINE OF ALABAMA HIGHWAY NO. 25 TO A 1/2" REBAR FOUND WITH HOLLIS CAP AND THE POINT OF BEGINNING; THENCE SOUTH 29 DEGREES 40 MINUTES 13 SECONDS EAST 196.89 FEET TO A 1/2" REBAR FOUND WITH HOLLIS CAP; THENCE SOUTH 63 DEGREES 26 MINUTES 03 SECONDS WEST 40.00 FEET TO A 1/2" REBAR FOUND WITH HOLLIS CAP; THENCE SOUTH 26 DEGREES 33 MINUTES 57 SECONDS EAST 25.00 FEET TO A 1/2" REBAR FOUND WITH HOLLIS CAP; THENCE SOUTH 63 DEGREES 26 MINUTES 03 SECONDS WEST 72.13 FEET TO A 1/2" REBAR FOUND WITH HOLLIS CAP; THENCE SOUTH 00 DEGREES 45 MINUTES 19 SECONDS EAST 226.53 FEET TO A 1/2" REBAR FOUND WITH HOLLIS CAP; THENCE SOUTH 81 DEGREES 13 MINUTES 24 SECONDS EAST 8.34 FEET TO A 1/2" REBAR FOUND WITH HOLLIS CAP; THENCE SOUTH 15 DEGREES 59 MINUTES 44 SECONDS WEST 325.29 FEET TO AN IRON FOUND; THENCE NORTH 81 DEGREES 11 MINUTES 07 SECONDS WEST 186.66 FEET TO A 1/2" REBAR FOUND WITH HOLLIS CAP; THENCE NORTH 17 MINUTES 33 SECONDS 26 SECONDS WEST 448.99 FEET TO A 1/2" REBAR FOUND WITH HOLLIS CAP ON THE SOUTHEAST RIGHT OF WAY LINE OF ALABAMA HIGHWAY NO. 25; THENCE NORTH 49 DEGREES 59 MINUTES 02 SECONDS EAST 509.17 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING. CONTAINING 4.9 ACRES, MORE OR LESS.

PARCEL 2:

ALONG WITH THE PERPETUAL NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY FOR DRAINAGE, UTILITIES, INCLUDING INSTALLATION, AND USE AND MAINTENANCE OF A SEWER DRAINAGE LINE DESCRIBED IN INSTRUMENT DATED OCTOBER 28, 1996, RECORDED OCTOBER 28, 1996, IN INSTRUMENT NO. 1996-35731 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

SITUATED IN SHELBY COUNTY, ALABAMA.

RIGHTS OF OTHER PARTIES IN AND TO THE USE OF THE EASEMENT FOR DRAINAGE AND UTILITIES AS RECORDED IN INSTRUMENT NO. 2000-36573.


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LEGAL DESCRIPTION

PLANTATION GARDENS PROPERTY

A PART OF THE NE1/4 OF THE NW1/4 OF SECTION 10, TOWNSHIP 7 SOUTH, RANGE 4 WEST, MORGAN COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID NE1/4 OF THE NW1/4; THENCE S2°06'00"W 720.29 FEET ALONG THE 1/4 MILE LINE TO THE POINT OF BEGINNING; THENCE S2°06'00"W 274.77 FEET ALONG SAID 1/4 MILE LINE; THENCE S89°05'19"E 540.88 FEET; THENCE N2°07'46"E 165.22 FEET; THENCE S89°04'14"E 81.82 FEET; THENCE N0°22'01"E 44.46 FEET; THENCE N52°28'16"E 150.33 FEET TO A POINT ON THE SOUTHWEST RIGHT OF WAY LINE OF SPARKMAN STREET, NW; THENCE N37°34'02"W 50.00 FEET ALONG SAID RIGHT OF WAY LINE; THENCE S52°28'09"W 150.25 FEET; THENCE N37°28'31"W 128.79 FEET; THENCE S71°17'10"W 272.71 FEET; THENCE N85°20'09"W 252.74 FEET TO THE POINT OF BEGINNING. CONTAINING 3.92 ACRES, MORE OR LESS.



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Exhibit B-2

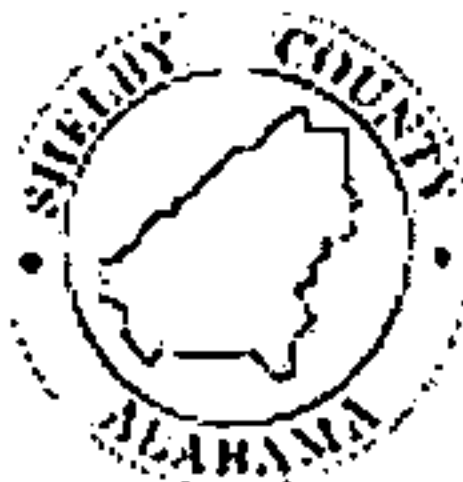
LEGAL DESCRIPTION

ROSEWOOD MANOR PROPERTY

COMMENCE AT THE SOUTHWEST CORNER OF NW-1/4 OF NW-1/4 OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 7 WEST; THENCE S87°39'29"E ALONG THE SOUTH BOUNDARY OF SAID QUARTER QUARTER SECTION, 19.71 FEET TO A POINT ON AN OLD NORTH-SOUTH FENCE, SAID POINT BEING THE POINT OF BEGINNING AT THE HEREIN DESCRIBED TRACT OF LAND; THENCE CONTINUE S87°39'29"E, 368.02 FEET; THENCE N01°23'23"E, 338.09 FEET; THENCE N88°36'37"W, 367.96 FEET TO A POINT ON AN OLD FENCE; THENCE S01°23'23"W, 331.97 FEET TO POINT OF BEGINNING, CONTAINING 2.83 ACRES, LYING AND BEING LOCATED IN THE NW-1/4 OF NW-1/4 OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 7 WEST, LAWRENCE COUNTY, ALABAMA.



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Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
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Exhibit B-3