

The Debtor is a transmitting utility  
as defined in ALA CODE 7-9-105(n).

No. of Additional  
Sheets Presented:

This FINANCING STATEMENT is presented to a Filing Officer for  
filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:

Metropolitan Life Insurance Company  
One Madison Avenue  
New York, NY 10010

THIS SPACE FOR USE OF FILING OFFICER  
Date, Time, Number & Filing Office

Pre-paid Acct. # \_\_\_\_\_

2. Name and Address of Debtor (Last Name First if a Person)

ROSC Associates Joint Venture  
2200 Woodcrest Place  
Birmingham, AL 35209

90 DEC 20 PH 2:44  
027172

AT DEPARTMENT OF  
SECURITY THIS  
INSTRUMENT WAS FILED  
ON 12/20/90  
IN THE  
JUDGE OF PROBATE  
SECTION

Social Security/Tax ID # \_\_\_\_\_

2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)

Social Security/Tax ID # \_\_\_\_\_

Additional debtors on attached UCC-E

3. SECURED PARTY) (Last Name First if a Person)

Metropolitan Life Insurance Company  
One Madison Avenue  
New York, NY 10010

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

Social Security/Tax ID # \_\_\_\_\_

Additional secured parties on attached UCC-E

5. The Financing Statement Covers the Following Types (or items) of Property:

all items of personality, equipment, fixtures and other property described in Exhibit A attached hereto and made a part hereof by reference, which are now or hereafter located on or used in connection with the real property described in Exhibit B attached hereto and made a part hereof by reference, together with all rents, profits and income now or hereafter derived from said real property.

5A. Enter Code(s) From  
Back of Form That  
Best Describes The  
Collateral Covered  
By This Filing:

0 0 0  
1 0 0  
2 0 0  
3 0 0  
5 0 0  
6 0 0  
7 0 0

19.00

Ms. Book 323 Page 159

Check X if covered:  Products of Collateral are also covered.

6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X if so)

already subject to a security interest in another jurisdiction when it was brought into this state.  
 already subject to a security interest in another jurisdiction when debtor's location changed to this state.  
 which is proceeds of the original collateral described above in which a security interest is perfected.  
 acquired after a change of name, identity or corporate structure of debtor  
 as to which the filing has lapsed.

7. Complete only when filing with the Judge of Probate  
The initial indebtedness secured by this financing statement is \$ \_\_\_\_\_  
Tax pd on mortg filed simultaneously herewith  
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ \_\_\_\_\_

8.  This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)

Signature(s) of Secured Party(ies)  
(Required only if filed without debtor's Signature — see Box 6)

ROSC ASSOCIATES JOINT VENTURE

Signature(s) of Debtor(s)

BY: Riverchase Office Park, Ltd.

Signature(s) of Debtor(s)

See Extension

Type Name of Individual or Business

(1) FILING OFFICER COPY — ALPHABETICAL  
(2) FILING OFFICER COPY — NUMERICAL

(3) FILING OFFICER COPY — ACKNOWLEDGEMENT  
(4) FILE COPY — SECOND PARTY(S)

(5) FILE COPY DEBTOR(S)

Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Secured Party(ies) or Assignee

Type Name of Individual or Business

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1  
Approved by The Secretary of State of Alabama

## EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF ALABAMA

TOTAL NUMBER OF SHEETS.....1

By: Metropolitan Contractors, Inc.,  
its sole general partner

By Raymond D. Gotlieb  
Raymond D. Gotlieb  
Its President

By: RC Properties Limited Partnership

By: RC Land Company,  
its sole general partner

By: Darlene Clarke  
Darlene Clarke  
Its: Vice President

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**SHEET No.**

**SECURED PARTY**

**DEBTOR**

**(1) Filing Officer Copy—Alphabetical**

## FORM UCC-E

EXHIBIT A

(A) The Secured Party shall have a security interest in the following:

(1) all things now or hereafter affixed to the Land, including all buildings, structures and improvements of every kind and description now or hereafter erected or placed thereon, any fixtures and any and all machinery, motors, elevators, boilers, equipment (including, without limitation, all equipment for the generation or distribution of air, water, heat, electricity, light, fuel or refrigeration or for ventilating or air conditioning purposes or for sanitary or drainage purposes or for the removal of dust, refuse or garbage), partitions, appliances, furniture, furnishings, building service equipment, building materials, supplies, ranges, refrigerators, cabinets, laundry equipment, hotel, kitchen and restaurant equipment, computers and software, radios, televisions, awnings, window shades, venetian blinds, drapes and drapery rods and brackets, screens, carpeting and other floor coverings, lobby furnishings, games and recreational and swimming pool equipment, incinerators and other property of every kind and description now or hereafter placed, attached, fixed or installed in such buildings, structures, or improvements and all replacements, repairs, additions, accessions or substitutions or proceeds thereto or therefor; all of such things whether now or hereafter placed thereon being hereinafter collectively referred to as the "Improvements";

(2) all income, rents, royalties, revenue, issues, profits, proceeds and other benefits from any and all of the Land and/or Improvements, subject, however, to the right, power and authority hereinafter conferred upon Mortgagee or reserved to Mortgagor to collect and apply such income, rents, royalties, revenue, issues, profits, proceeds and other benefits;

(3) all deposits made with respect to the Land and/or Improvements, including, but not limited to, any security given to utility companies by Mortgagor, and all advance payments of insurance premiums made by Mortgagor with respect thereto and all claims or demands relating to such deposits, other security and/or such insurance;

(4) all damages, royalties and revenue of every kind, nature and description whatsoever that Mortgagor may be entitled to receive, either before or after any Event of Default (as hereinafter defined), from any person or entity owning or having or hereafter acquiring a right to the oil, gas or mineral rights and reservations of the Land, with the right in Mortgagee to receive and apply the same to the Secured Indebtedness;

(5) all proceeds and claims arising on account of any damage to, or Condemnation (as hereinafter defined) of, the Land and/or Improvements or any part thereof, and all causes of action and recoveries for any loss or diminution in the value of the Land and/or Improvements;

(6) all licenses (including, but not limited to, any operating licenses or similar licenses), contracts, management contracts or agreements, guaranties, warranties, franchise agreements, permits, authorities or certificates required or relating to the ownership, use, operation or maintenance of the Land and/or Improvements; and

(7) all names under or by which the Land and/or Improvements may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks, trade names, patents pending and goodwill relating to the Land and/or Improvements.

All of the property described in paragraph (A) above is hereinafter collectively referred to as the "Real Property."

(B) As a secured party, a security interest in Mortgagor's interest in any portion of the Real Property which may be construed to be personal property and in all other personal property of every kind and description, whether now existing or hereafter acquired, now or at any time hereafter attached to, erected upon, situated in or upon, forming a part of, appurtenant to, used or useful in the construction or operation of or in connection with, or arising from the use or enjoyment of all or any portion of, or from any lease or agreement pertaining to, the Real Property, including:

(1) all water rights appurtenant to the Real Property together with all pumping plants, pipes, flumes and ditches, all rights to the use of water, all rights in ditches for irrigation, all water stock, shares of stock or other evidence of ownership of any part of the Real Property that is owned by Mortgagor in common with others and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Real Property;

(2) all plans and specifications prepared for construction of the Improvements and all studies, data and drawings related thereto; and all contracts and agreements of Mortgagor relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings, or to the construction of the Improvements;

(3) all equipment, machinery, fixtures, goods, accounts, general intangibles, documents, instruments and chattel paper;

(4) all substitutions and replacements of, and  
accessions and additions to, any of the foregoing;

(5) all sales agreements, deposit receipts, escrow  
agreements and other ancillary documents and agreements entered  
into with respect to the sale to any purchasers of any part of the  
Real Property, together with all deposits and other proceeds of  
the sale thereof; and

(6) all proceeds of any of the foregoing, including,  
without limitation, proceeds of any voluntary or involuntary  
disposition or claim respecting any of the foregoing (pursuant to  
judgment, condemnation award or otherwise) and all goods,  
documents, general intangibles, chattel paper and accounts,  
wherever located, acquired with cash proceeds of any of the  
foregoing or proceeds thereof.

Lot 1-A, according to a Resurvey of Lot 1 of Riverchase Office Park Phase II, as recorded in Map Book 14, Page 99, being a resurvey of Lot 1 of Riverchase Office Park Phase II, as recorded in Map Book 14, Page 77, in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Part of the SE 1/4 of Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From the Southeast corner of the NE 1/4 of SE 1/4 of said Section 19, run in a Northerly direction along the East line of said 1/4-1/4 Section for a distance of 283.46 feet; thence turn an angle to the left of 90 degrees and run in a Westerly direction for a distance of 729.70 feet; thence turn an angle to the left of 40 degrees 23 minutes 12 seconds and run in a Southwesterly direction for a distance of 262.29 feet; thence turn an angle to the right of 30 degrees 38 minutes 09 seconds and run in a Westerly direction for a distance of 303.59 feet, more or less, to an existing iron pin; thence turn an angle to the right of 92 degrees 43 minutes 07 seconds and run in a Northerly direction along the West line of the Gaskill property for a distance of 15.25 feet to an existing iron pin, being the point of beginning; thence turn an angle to the left of 100 degrees 21 minutes 37 seconds and run in a Southwesterly direction for a distance of 358.16 feet to an existing iron pin; thence turn an angle to the right of 88 degrees 35 minutes and run in a Northerly direction for a distance of 337.78 feet, to an existing iron pin being on the curved South right of way line of Riverchase Office Road as shown on a recorded map of Riverchase East Riverchase Office Road as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 7, Page 124; thence turn an angle to the right and run in a Northeasterly, Northerly and Northwesterly directions along the arc of said curved right of way line (said curve being concave in a Westerly direction and having a radius of 65.00 feet with the radius being right 21 degrees 00 minutes from last mentioned 337.78 foot line) for a distance of 187.75 feet to a point of reverse curve, said second curve being concave in a Northeasterly direction and having a central angle of 45 degrees 44 minutes 39 seconds and a radius of 25.00 feet; thence turn an angle to the right and run in a Northwesterly direction along the arc of said curve for a distance of 19.96 feet to a point of another reverse curve, said third curve being concave in a Southwesterly direction and having a radius of 300.00 feet and a central angle of 56 degrees 12 minutes 29 seconds; thence turn an angle to the left and run in a Northwesterly and Westerly directions along said curved right of way line of Riverchase Office Road for a distance of 294.30 feet to an existing iron pin being the Southeast corner of the Riverchase Center Associates land; thence turn an angle to the right (109 degrees 30

CONTINUED ON NEXT PAGE . . .

minutes 22 seconds from tangent of curved right of way line) and run in a Northeasterly direction along the East line of said Riverchase Center Associates land for a distance of 604.89 feet to an existing iron pin being on the curved South right of way line of Parkway Office Circle as shown on a recorded map of Riverchase East Parkway Office Circle, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 7, Page 125; thence turn an angle to the right (86 degrees 55 minutes 19 seconds to tangent of said curved right of way line) and run in a Southeasterly direction along said curved right of way line (curve being concave in a Southerly direction and having a central angle of 9 degrees 46 minutes 46 seconds and a radius of 570.00 feet) for a distance of 97.29 feet to the end of said curve; thence run in a Southeasterly direction along the South right of way line of Parkway Office Circle for a distance of 216.75 feet to a point of a curve, said curve being concave in a Northerly direction and having a central angle of 12 degrees 57 minutes 51 seconds and a radius of 780.00 feet; thence turn an angle to the left and run along the arc of said curve in an Easterly direction for a distance of 176.49 feet to an existing iron pin; thence turn an angle to the right of 89 degrees 46 minutes 39 seconds from the chord of said curve and run in a Southwesterly direction for a distance of 422.65 feet to an existing iron pin; thence turn an angle to the left of 72 degrees 04 minutes 15 seconds and run in a Southeasterly direction for a distance of 184.03 feet to an existing iron pin being the Northwest corner of the Gaskill property; thence turn an angle to the right of 38 degrees 19 minutes 10 seconds and run in a Southeasterly direction along the West line of said Gaskill property for a distance of 312.76 feet, more or less, to the point of beginning.

Together with all right, title, and interest in and to the easements, rights and restrictions contained in that certain Declaration of Reciprocal Access, Utilities, Drainage and Parking Easement as recorded in Real Book 323, Page 96, in the Probate Office of Shelby County, Alabama.

According to the survey of Johnny L. Riddlesperger Al. Reg. No. 14284, revised November 15, 1990.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

JUDGE OF PROBATE

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