

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
Registré, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKE, MN. 55303
(612) 421-1713

[illegible]

See Exhibit A attached hereto

11A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:

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

Signature(s) of Debtor(s)

Signature(s) of Debtor(s) (necessary only if item 9 is applicable)

Type Name of Individual or Business

Signature(s) of Secured Party(ies)

Signature(s) of Secured Party(ies)

Column/Financial, Inc.

Type Name of Individual or Business

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

(3) FILING OFFICER COPY-ACKNOWLEDGEMENT
(4) FILE COPY - SECURED

(5) FILE COPY DEBTOR(S)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-3
Approved by The Secretary of State of Alabama

Schedule 1

State Street Bank and Trust Company, as Trustee for the 1994
Riverchase Trust, Net Lease Certificates Series 1994

c/o State Street Bank and Trust Company of Connecticut, N.A.
750 Main Street, Suite 1114
Hartford, Connecticut 06103

Federal Tax ID Number: 

EXHIBIT A

THE COLLATERAL

1. All rents, issues, profits, revenues, income, contract rights, accounts receivable general intangibles, insurance premiums, deposits, actions and rights of action and all other amounts due or to become due to the debtor from any tenant, licensee, occupant, guest or any other person for the use, operation, occupancy of, or otherwise with respect to, the "Property" described on Schedule A attached hereto (except the Excepted Payments (as defined in the Assignment of Rents, as defined below)).

2. All fixtures and articles of personal property and all appurtenances and additions thereto and substitutions or replacements thereof, now or at any time hereafter owned by the debtor and now or hereafter attached to, contained in, or used in connection with the Property or placed in any part thereof though not attached thereto, including, but not limited to, all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating, and elevator plants, stoves, ranges, vacuum cleaning systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, appliances, equipment, fittings and fixtures and trade name, goodwill and books and records relating to the business operated on the Property. Without limiting the foregoing, the debtor hereby grants to the secured party the security interest in all of the debtor's present and future "fixtures", "equipment" and "general intangibles" (as said quoted terms are defined in or encompassed by the Uniform Commercial Code of the State of Alabama).

3. All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by the debtor and all proceeds of the conversion, voluntary or involuntary, of the Property or any part thereof into cash or liquidated claims, including without limitation, proceeds of hazard and title insurance and all awards and compensation theretofore and hereafter made to the present and all subsequent owners of the subject property by any governmental or other lawful authorities for the taking by eminent domain, condemnation or otherwise of all or any part of the mortgaged property or any easement therein, including awards for any change of grade of streets.

4. All right, title and interest of Sun Riverchase, Limited Partnership (the "Borrower") in and to (a) the Disbursement Agreement dated June 1, 1994 among Borrower, Column Financial, Inc. (the "Lender") and State Street Bank and Trust

Company, (b) Account No. HT 3913 maintained under the Disbursement Agreement and titled "State Street Bank and Trust Company", held by State Street Bank and Trust Company as agent for State Street Bank and Trust Company, as trustee, in trust for the Holders of the 1994 Riverchase Trust, Net Lease Certificates, and (c) all funds on deposit therein.

5. All right, title and interest of Borrower in and to (a) the cash collateral (as that term is defined in the Mortgage and Security Agreement, dated June 1, 1994 (the "Mortgage"), between the Borrower and the Lender), (b) Account No. HT 3912 maintained under the Mortgage and titled "State Street Bank and Trust Company, as trustee, in trust for the Holders of the 1994 Riverchase Trust, Net Lease Certificates", held by State Street Bank and Trust Company, and (c) all funds on deposit therein, including any interest accrued thereon.

6. All right, title and interest of Borrower in and to (a) all the Collateral (as that term is defined in the Assignment of Leases and Rents, dated June 1, 1994 (the "Assignment of Leases and Rents"), (b) Account No. HT 3907 maintained under the Assignment of Leases and Rents and titled "State Street Bank and Trust Company, as trustee, in trust for the Holders of the 1994 Riverchase Trust, Net Lease Certificates", held by State Street Bank and Trust Company, and (c) all funds on deposit therein, including any interest accrued thereon.

Schedule A

NORTH BUILDING PARCELS

A parcel of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and turn an angle of 138°22'53" to the left from the East line of said 1/4 - 1/4 section and run in a Southwesterly direction a distance of 811.07 feet to the POINT OF BEGINNING; thence 34°16'51" to the right in a Southwesterly direction a distance of 59.41 feet to a point; thence 87°22'07" to the left in a Southeasterly direction a distance of 14.27 feet to a point; thence 90°00' to the right in a Southwesterly direction a distance of 23.50 feet to a point; thence 90°00' to the left in a Southeasterly direction a distance of 9.75 feet to a point; thence 90°00' to the right in a Southwesterly direction a distance of 269.00 feet to a point; thence 90°00' to the left in a Southeasterly direction a distance of 13.17 feet to a point; thence 90°00' to the right in a Southwesterly direction a distance of 54.17 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 13.17 feet to a point; thence 90°00' to the left in a Southwesterly direction a distance of 159.42 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 17.75 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 2.00 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 59.75 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 9.75 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 25.75 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 6.50 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 25.75 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 269.50 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 8.92 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 67.53 feet to a point; thence 90°00' to the right in a Southeasterly direction a distance of 8.92 feet to a point; thence 90°00' to the left in a Northeasterly direction a distance of 69.47 feet to a point; thence 90°59'36" to the left in a Northwesterly direction a distance of 9.42 feet to a point; thence 88°46'53" to the right in a Northeasterly direction a distance of 125.30 feet to a point; thence 89°34'51" to the right in a Southeasterly direction a distance of 13.73 feet to a point;

thence 90°00' to the left in a Northeasterly direction a distance of 5.52 feet to a point; thence 87°22'05" to the right in a Southeasterly direction a distance of 103.48 feet to the POINT OF BEGINNING.

Containing 72,638.37 square feet or 1.67 acres.

SOUTH BUILDING PARCEL

A parcel of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and turn an angle of 145°11'03" to the left from the East line of said 1/4 - 1/4 section and run in a Southwesterly direction a distance of 1259.28 feet to the POINT OF BEGINNING; thence 55°42'40" to the right in a Westerly direction a distance of 336.50 feet to a point; thence 90°00' to the right in a Northerly direction a distance of 13.58 feet to a point; thence 90°00' to the left in a Westerly direction a distance of 50.00 feet to a point; thence 90°00' to the right in a Northerly direction a distance of 80.17 feet to a point; thence 90°00' to the right in an Easterly direction a distance of 21.00 feet to a point; thence 90°00' to the left in a Northerly direction a distance of 15.50 feet to a point; thence 90°00' to the right in an Easterly direction a distance of 10.75 feet to a point; thence 90°00' to the left in a Northerly direction a distance of 19.75 feet to a point; thence 90°00' to the right in an Easterly direction a distance of 373.00 feet to a point; thence 90°00' to the right in a Southerly direction a distance of 25.75 feet to a point; thence 90°00' to the right in a Westerly direction a distance of 18.25 feet to a point; thence 90°00' to the left in a Southerly direction a distance of 103.25 feet to the POINT OF BEGINNING.

Containing 48,696.89 square feet or 1.12 acres.

PEDESTRIAN BRIDGE PARCEL

A parcel of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and turn an angle of 137°37'30" to the left from the East line of said 1/4 - 1/4 section and run in a Southwesterly direction a distance of 1223.52 feet to the POINT OF BEGINNING; thence 48°09'08" to the right in a Westerly direction a distance of 108.09 feet to a point; thence 84°00' to the right in a Northwesterly direction a distance of 178.09 feet to a point; thence 86°19'47" to the right in a Northeasterly direction a distance of 20.51 feet to a point; thence 87°40'14" to the right in a Southeasterly direction a distance of 3.93 feet to a point; thence 90°00' to the left in a Northeasterly direction a distance of 54.17 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 1.72 feet to a point; thence 92°19'45" to the right in a Northeasterly direction a distance of 33.00 feet to a point; thence 93°40'13" to the right in a Southeasterly direction a distance of 196.28 feet to the POINT OF BEGINNING.

Containing 19,969.02 square feet or 0.46 acre.

PARKING DECK PARCEL

A parcel of land situated in the South 1/2 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West, and the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and turn an angle of 137°24'35" to the left from the East line of said 1/4 - 1/4 section and run in a Southwesterly direction a distance of 1664.71 feet to the POINT OF BEGINNING; thence 40°56'17" to the right in a Southeasterly direction a distance of 62.71 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 0.50 feet to a point; thence 90°00' to the left in a Southwesterly direction a distance of 305.88 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 130.87 feet to a point; thence 90°00' to the left in a Southwesterly direction a distance of 0.50 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 72.71 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 369.08 feet to a point; thence 90°00' to the right in a Southeasterly direction a distance of 204.08 feet to the POINT OF BEGINNING.

Containing 75,103.90 square feet or 1.72 acres.

TRAINING CENTER PARCEL

A parcel of land situated in the Southwest 1/4 of the Northeast 1/4 of Section 30, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and turn an angle of $155^{\circ}39'58''$ to the left from the East line of said 1/4 - 1/4 section and run in a Southwesterly direction a distance of 2188.68 feet to the POINT OF BEGINNING; thence $46^{\circ}11'49''$ to the right in a Southwesterly direction a distance of 101.89 feet to a point; thence $90^{\circ}00'$ to the right in a Northwesterly direction a distance of 13.76 feet to a point; thence $63^{\circ}45'$ to the left in a Northwesterly direction a distance of 60.31 feet to a point; thence $63^{\circ}45'$ to the left in a Southwesterly direction a distance of 13.76 feet to a point; thence $90^{\circ}00'$ to the right in a Northwesterly direction a distance of 101.89 feet to a point; thence $90^{\circ}00'$ to the left in a Southwesterly direction a distance of 92.00 feet to a point; thence $90^{\circ}00'$ to the left in a Southeasterly direction a distance of 133.04 feet to a point on a curve to the left having a radius of 49.00 feet and a central angle of $54^{\circ}14'49''$; thence $64^{\circ}37'25''$ to the right (angle measured to tangent) along said curve in a Southeasterly direction a distance of 46.39 feet to a point; thence $64^{\circ}37'24''$ to the right (angle measured to tangent) in a Southwesterly direction a distance of 163.04 feet to a point; thence $90^{\circ}00'$ to the left in a Southeasterly direction a distance of 92.00 feet to a point; thence $90^{\circ}00'$ to the left in a Northeasterly direction a distance of 133.79 feet to a point; thence $90^{\circ}00'$ to the right in a Southeasterly direction a distance of 11.21 feet to a point; thence $63^{\circ}45'$ to the left in a Northeasterly direction a distance of 59.17 feet to a point; thence $26^{\circ}14'59''$ to the right in a Northeasterly direction a distance of 21.79 feet to a point; thence $90^{\circ}00'$ to the right in a Southeasterly direction a distance of 56.79 feet to a point; thence $90^{\circ}00'$ to the left in a Northeasterly direction a distance of 76.00 feet to a point; thence $90^{\circ}00'$ to the left in a Northwesterly direction a distance of 68.00 feet to a point; thence $90^{\circ}00'$ to the right in a Northeasterly direction a distance of 6.00 feet to a point; thence $90^{\circ}00'$ to the left in a Northwesterly direction a distance of 39.00 feet to a point; thence $90^{\circ}00'$ to the right in a Northeasterly direction a distance of 25.00 feet to a point; thence $90^{\circ}00'$ to the left in a Northwesterly direction a distance of 64.00 feet to a point; thence $90^{\circ}00'$ to the left in a Southwesterly direction a distance of 25.00 feet to a point; thence $90^{\circ}00'$ to the right in a Northwesterly direction a distance of 39.00 feet to the POINT OF BEGINNING.

Containing 65,511.36 square feet or 1.50 acres.

TOGETHER WITH, all Buildings, structures and other improvements lying within the perimetrical boundaries of the descriptions: North Building Tract; South Building Tract; Pedestrian Bridge Building Tract; the Training Center Tract and Parking Deck Tract (collectively, the "Building Tracts").

TOGETHER WITH, perpetual, non-exclusive access and use easements, on and over the site development; use of the parking facilities and parking decks and through all common areas for purpose of ingress and egress to the Building Tracts, all as created by that certain Declaration and Grant of Covenants, Easements and Restrictions, dated June 1, 1994, by AmSouth Riverchase, Inc., recorded in the Office of the Judge of Probate of Shelby County, Alabama.

Inst # 1994-17869

06/03/1994-17869
12:28 PM CERTIFIED
-7 SHELBY COUNTY JUDGE OF PROBATE
009 MCD 18.00