

☐ 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:

Gail Livingston Mills, Esq.  
P. O. Box 830719  
Birmingham, AL 35283-0719

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)  
RIVER RIDGE DEVELOPMENT COMPANY, L.L.C.  
2100 16TH AVENUE SOUTH  
SUITE 111  
BIRMINGHAM, AL 35205

Social Security/Tax ID #

2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)  
RIVER RIDGE RETAIL COMPANY, L.L.C.  
2100 16TH AVENUE SOUTH  
SUITE 111  
BIRMINGHAM, AL 35205

Social Security/Tax ID #

☐ Additional debtors on attached UCC-E

FILED WITH:

AL-Shelby County

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)  
SOUTHTRUST BANK, NATIONAL ASSOCIATION  
P. O. BOX 2554  
ATTN: COMMERCIAL REAL ESTATE DEPARTMENT  
BIRMINGHAM, AL 35290

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

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

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

THE COLLATERAL IS MORE PARTICULARLY DESCRIBED ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF. THE REAL ESTATE REFERRED TO ON EXHIBIT B IS MORE PARTICULARLY DESCRIBED ON EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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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 Pd. on Mtg.  
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 0.00

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)

Signature(s) of Debtor(s)

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

Signature(s) of Debtor(s)

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

SEE SCHEDULE I ATTACHED HERETO

Type Name of Individual or Business

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)

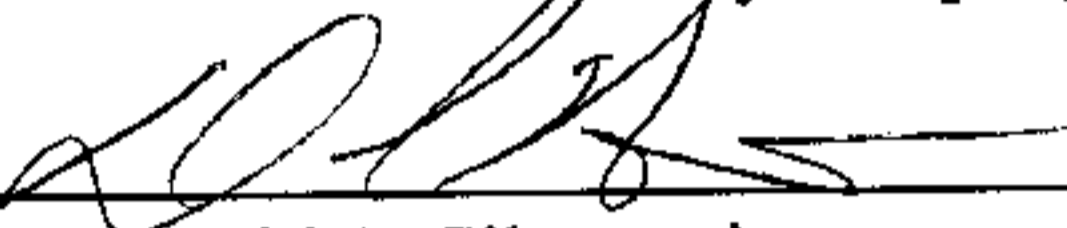
STANDARD FORM -- UNIFORM COMMERCIAL CODE -- FORM UCC-1  
Approved by The Secretary of State of Alabama

**SCHEDULE I**


**TO UCC-1 FINANCING STATEMENT  
BY AND BETWEEN  
RIVER RIDGE DEVELOPMENT COMPANY, L.L.C., AND  
RIVER RIDGE RETAIL COMPANY, L.L.C., AS DEBTORS, AND  
SOUTHTRUST BANK, NATIONAL ASSOCIATION,  
AS SECURED PARTY**

**SIGNATURES OF DEBTORS:**

**RIVER RIDGE DEVELOPMENT COMPANY, L.L.C.,**  
a Delaware limited liability company

By:   
David L. Silverstein  
Its Authorized Agent

**RIVER RIDGE RETAIL COMPANY, L.L.C.,**  
a Delaware limited liability company

By:   
David L. Silverstein  
Its Authorized Agent

## EXHIBIT A

### LEGAL DESCRIPTION

Lot 2 and 3 of River Ridge Plaza as recorded in Map Book 24, Page 14 in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Begin at the Southeast corner of the N.E. 1/4 of the N.E. 1/4 of Section 35, Township 18 South, Range 2 West and run North (assumed) along the East line of said 1/4-1/4 section a distance of 616.11 feet to a point on the Southwesterly right-of-way line of U.S. Highway No. 280; thence North  $62^{\circ}25'$  West along the Southwesterly right-of-way line of U.S. Highway No. 280 a distance of 257.30 feet to the P.C. (point of curve) of a curve to the right having a radius of 2342.00 feet, a central angle of  $9^{\circ}54'12''$  and a chord bearing of North  $57^{\circ}27'53''$  West; thence along the arc of said curve and the Southwesterly right-of-way line of U.S. Highway No. 280 a distance of 404.81 feet to the Easternmost corner of Lot 1, River Ridge Plaza; thence South  $40^{\circ}21'57''$  West along the Southeasterly line of said Lot 1 a distance of 305.60 feet to a point; thence North  $49^{\circ}38'03''$  West along the Southwesterly line of said Lot 1 a distance of 430.37 feet to a point on the Southeasterly right-of-way line of Riverview Road; thence South  $41^{\circ}48'32''$  West along the Southeasterly right-of-way line of Riverview Road a distance of 67.63 feet to the P.C. (point of curve) of a curve to the left having a radius of 518.69 feet, a central angle of  $17^{\circ}26'30''$  and a chord bearing of South  $33^{\circ}05'17''$  West; thence along the arc of said curve and the Southeasterly right-of-way line of Riverview Road a distance of 157.90 feet to the P.T. (point of tangent) of said curve; thence South  $24^{\circ}22'02''$  West tangent to said curve along the Southeasterly right-of-way line of Riverview Road a distance of 13.75 feet to the P.C. (point of curve) of a curve to the right having a radius of 3874.83 feet, a central angle of  $0^{\circ}43'46''$  and a chord bearing of South  $24^{\circ}43'55''$  West; thence along the arc of said curve and the Southeasterly right-of-way of Riverview Road a distance of 49.33 feet to the point of intersection of the Southeasterly right-of-way line of Riverview Road and the Westerly right-of-way line of Riverview Parkway, said point being the P.R.C. (point of reverse curve) of a curve to the left having a radius of 50.27 feet, a central angle of  $83^{\circ}18'36''$  and a chord bearing of South  $16^{\circ}33'30''$  East; thence along the arc of said curve and the right-of-way line of Riverview Parkway a distance of 73.09 feet to the P.T. (point of tangent) of said curve; thence South  $58^{\circ}12'48''$  East along the right-of-way line of Riverview Parkway a distance of 90.14 feet to the Westernmost corner of Lot 6-A, Cahaba Commons Resurvey No. 2 as recorded in Map Book 15, Page 45 in the Probate Office of Shelby County, Alabama; thence North  $40^{\circ}21'57''$  East along the Northwesternly line of said Lot 6-A a distance of 297.36 feet to a point; thence South  $49^{\circ}38'03''$  East along the Northeasterly line of said Lot 6-A a distance of 183.00 feet to a point; thence South  $40^{\circ}21'57''$  West along the Southeasterly line of said Lot 6-A a distance of 297.48 feet to a point on the right-of-way line of Riverview Parkway, said point being on a curve to the right having a radius of 426.99 feet, a central angle of  $3^{\circ}14'09''$  and a chord bearing of South  $35^{\circ}57'09''$  East; thence along the arc of said curve and the right-of-way line of Riverview Parkway a distance of 24.11 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve South  $34^{\circ}20'05''$  East along the right-of-way line of Riverview Parkway a distance of 101.07 feet to the P.C. (point of curve) of a curve to the right having a radius of 200.00 feet, a central angle of  $62^{\circ}57'17''$  and a chord bearing of South  $2^{\circ}51'26''$  East; thence along the arc of said curve and the right-of-way line of Riverview Parkway a distance of 219.75 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve South  $28^{\circ}37'12''$  West along the right-of-way line of Riverview Parkway a distance of 115.50 feet to the Northernmost corner of Lot 4, River Ridge Plaza; thence South  $44^{\circ}24'$  East along the

Northeasterly line of said Lot 4 a distance of 776.03 feet to a point; thence North 45°35'58" East a distance of 626.72 feet to the POINT OF BEGINNING.

AND

Lot 5, River Ridge Plaza as recorded in Map Book 24, Page 14 in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Begin at the Southernmost corner of Lot 1, Cahaba Commons as recorded in Map Book 13, Page 145 in the Probate Office of Shelby County, Alabama, and run North 61°22'48" West along the Southwesterly line of said Lot 1 a distance of 488.00 feet to a point; thence North 6°12'29" East along the Westerly line of said Lot 1 a distance of 101.78 feet to a point on the Southeasterly right-of-way line of Riverview Road, said point lying on a curve to the right having a radius of 308.06 feet, a central angle of 30°07'51" and a chord bearing of South 68°35'39" West; thence along the arc of said curve and the Southeasterly right-of-way line of Riverview Road a distance of 162.00 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve South 83°39'34" West along the Southeasterly right-of-way line of Riverview Road a distance of 91.30 feet to the Northernmost corner of Lot 6 of said River Ridge Plaza; thence South 44°24'23" East along the Northeasterly line of said Lot 6 a distance of 592.02 feet to a point on the Northwesterly right-of-way line of Riverview Parkway, said point lying on a curve to the right having a radius of 275.00 feet, a central angle of 25°25'39" and a chord bearing of North 58°18'27" East; thence along the arc of said curve and the Northwesterly right-of-way line of Riverview Parkway a distance of 122.04 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve North 71°01'16" East along the Northwesterly right-of-way line of Riverview Parkway a distance of 36.99 feet to the P.C. (point of curve) of a curve to the left having a radius of 225.00 feet, a central angle of 29°44'54" and a chord bearing of North 56°08'49" East; thence along the arc of said curve and the Northwesterly right-of-way line of Riverview Parkway a distance of 116.82 feet to a point; thence curve North 28°37'12" East along the Northwesterly right-of-way line of Riverview Parkway a distance of 18.87 feet to the POINT OF BEGINNING.

AND

Lot 6, River Ridge Plaza as recorded in Map Book 24, Page 14 in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Begin at the Southeast corner of the S.W. 1/4 of the N.E. 1/4 of Section 35, Township 18 South, Range 2 West; thence North 45°35'58" East a distance of 373.68 feet to the Southernmost corner of Lot 4, River Ridge Plaza; thence North 44°24'23" West along the Northeasterly line of said Lot 6 and the Southwesterly line of said Lot 4 and its extension (being the Southwesterly right-of-way line of Riverview Parkway) a distance of 826.47 feet to a point on the Northwesterly right-of-way line of Riverview Parkway; thence North 45°35'37" East along the Northwesterly right-of-way line of Riverview Parkway a distance of 395.00 feet to the Southernmost corner of Lot 5, River Ridge Plaza; thence North 44°24'23" West along the Northeasterly line of said Lot 6 and the Southwesterly line of said Lot 5 a distance of 592.02 feet to a point on the Southeasterly right-of-way line of Riverview Road; thence South 83°39'34" West along the Southeasterly right-of-way line of Riverview Road a distance of 4.31 feet to the P.C. (point of curve) of a curve to the left having a radius of 419.28 feet, a central angle of 27°06'30"

and a chord bearing of South 70°06'19" West; thence along the arc of said curve and the Southeasterly right-of-way line of Riverview Road a distance of 198.37 feet to the Northeasterly corner of said Lot 6 and the Northernmost point of Lot 2-D, Resurvey of Lot 2-B Cahaba River Park as recorded in Map Book 8, Page 95 in the Probate Office of Shelby County, Alabama; thence South 4°28'34" East along the Westerly line of said Lot 6 and the Easterly line of said Lot 2-D a distance of 1475.30 feet to the Southwesterly corner of said Lot 6 also being a point on the South line of the S.W. 1/4 of the N.E. 1/4 of Section 35, Township 18 South, Range 2 West; thence South 88°33'13" East along the South line of said Lot 6 and along the South line of said 1/4-1/4 section a distance of 517.52 feet to the POINT OF BEGINNING.

**EXHIBIT B**

**TO UCC-1 FINANCING STATEMENT  
BY AND BETWEEN  
RIVER RIDGE DEVELOPMENT COMPANY, L.L.C., AND  
RIVER RIDGE RETAIL COMPANY, L.L.C., AS DEBTORS, AND  
SOUTHTRUST BANK, NATIONAL ASSOCIATION,  
AS SECURED PARTY**

**COLLATERAL COVERED.** This Financing Statement covers all Debtor's right, title and interest in and to the following described land, real estate, buildings, improvements, fixtures, furniture, and other personal property, and including all replacements, additions, accessions, substitutions, and products thereto, (which together with any additional such property hereafter acquired by the Debtor, is hereinafter referred to as the "Collateral") to-wit:

1. All of the Debtor's right, title and interest in and to:

(a) All the tract(s) or parcel(s) of land more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described in Exhibit A, and all fixtures, machinery, equipment, furniture, furnishings, inventory and personal property of every nature whatsoever now or hereafter owned by the Debtor and located in, on, or used or intended to be used in connection with or with the operation of said property, buildings, structures, or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing.

(c) All building materials, equipment, fixtures, fittings, and personal property of every kind or character now owned or hereafter acquired by the Debtor for the purpose of being used or useful in connection with the improvements located or to be located on the property described in Exhibit A, whether such materials, equipment, fixtures, fittings, and personal property are actually located on or adjacent to said property or not, and whether in storage or otherwise, wheresoever the same may be located, including, but without limitation, all lumber and lumber products, bricks, building stones, and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, furniture, ranges, refrigerators, dishwashers, disposals, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.

(d) All licenses, permits, general intangibles, accounts, trade names, trademarks, contract rights and other intangible property, now owned or hereafter acquired, relating to the foregoing real property or the business now or hereafter conducted thereat.

(e) Proceeds and products of all of the foregoing real and personal property.

**TOGETHER** with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, possession, claim, and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:

(a) All rents, profits, issues, and revenues of the Collateral from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Debtor, however, so long as Debtor is not in default hereunder, the right to receive and retain the rents, issues, and profits thereof; and

(b) All judgments, awards of damages, and settlements hereafter made resulting from condemnation proceedings or the taking of the Collateral or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Collateral or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets.

2. All of Debtor's right, title and interest in and to (i) all those certain leases now or hereafter in effect with respect to the property, (ii) any extensions, modifications or renewals thereof and any guarantees of the lessees' obligations thereunder (all of said leases, together with all such guarantees, modifications, extensions or renewals thereof, being hereinafter collectively referred to as the "Leases"), and (iii) any and all security deposits received by Debtor or any agent of Debtor in connection therewith.

3. All of Debtor's right, title and interest in and to (i) plans and specifications, (ii) Debtor's books, records, licenses, and permits relating to the property or construction of the project, (iii) all applications and commitments now in existence or hereafter made or issued relating to the permanent financing of the property, and (iv) all contracts now or hereafter made by Debtor relating to the property or the construction, equipping, marketing, management, sale or lease of all or any part of the property, and all bonds and other guarantees of performance in favor of Debtor with respect to any such contracts.

Inst # 1999-38045

09/10/1999-38045  
10:23 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
007 HKS 23.00