

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT
FORM UCC-1 ALA.

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n) No. of Additional Sheets Presented: 1 This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:

Daniel B. Gail, Esq.
Winstead Sechrest & Minick P.C.
1201 Elm Street, Suite 5400
Dallas, Texas 75270

Pre-paid Acct. # _____

2. Name and Address of Debtor

(Last Name First if a Person)

RIVER PLACE, L.L.C.
951 18th Street South, Suite 200
Birmingham, Alabama 35205

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. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

ARCHON FINANCIAL, L.P.
600 East Las Colinas Boulevard, Suite 800
Irving, Texas 75039

Social Security/Tax ID _____

☐ Additional secured parties on attached UCC-E

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

SEE SCHEDULE OF COLLATERAL ATTACHED HERETO.

803, 900, 901, 902

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

0	0	0	0	0	1
1	0	0	1	0	1
1	0	2	1	0	3
2	0	0	3	0	0
3	0	2	5	0	0
6	0	0	7	0	0
8	0	0	8	0	1

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 \$ _____

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)

SEE SIGNATURE PAGE ATTACHED HERETO.

Signature(s) of Debtor(s)

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


Executed to be effective as of March 30, 2001.

DEBTOR:

RIVER PLACE, L.L.C.,
an Alabama limited liability company

By: Engel Properties, L.L.C., an Alabama limited
liability company, its Managing Member

By: Engel, Inc., an Alabama corporation,
its Managing Member

By: 
William A. Butler, President

3427616.2
373:19153-172

Schedule of Collateral Covered By Financing Statement
Between RIVER PLACE, L.L.C.
As Debtor, and
ARCHON FINANCIAL, L.P., As Secured Party

All right, title, interest and estate of Debtor now owned, or hereafter acquired, in and to the following property, rights, interests and estates (the Premises and the Improvements (as such terms are defined in that certain mortgage executed by Debtor to Secured party dated of even date herewith, herein the "Mortgage"), and the property, rights, interests and estates hereinafter described are collectively referred to herein as the "Mortgaged Property"):

(a) all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, all rights to oil, gas, minerals, coal and other substances of any kind or character, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road, highway, alley or avenue, opened, vacated or proposed, in front of or adjoining the Premises, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Premises and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(b) all machinery, furniture, furnishings, equipment, computer software and hardware, fixtures (including, without limitation, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature, whether tangible or intangible, whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements 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 the Premises and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation, enjoyment and occupancy of the Premises and the Improvements (hereinafter collectively referred to as the "Equipment"), including any leases of any of the foregoing, any deposits existing at any time in connection with any of the foregoing, and the proceeds of any sale or transfer of the foregoing, and the right, title and interest of Debtor in and to any of the Equipment that may be subject to any "security interests" as defined in the Uniform Commercial Code, as adopted and enacted by the State or States where any of the Mortgaged Property is located (the "Uniform Commercial Code"), superior in lien to the lien of the Mortgage;

(c) all awards or payments, including interest thereon, that may heretofore and hereafter be made with respect to the Premises and the Improvements, whether from the exercise of the right of eminent domain or condemnation (including, without limitation, any transfer made in lieu of or in

anticipation of the exercise of said rights), or for a change of grade, or for any other injury to or decrease in the value of the Premises and Improvements;

(d) all leases and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Premises and the Improvements, including any extensions, renewals, modifications or amendments thereof (hereinafter collectively referred to as the "Leases") and all rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, fees, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other payment and consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Premises and the Improvements (hereinafter collectively referred to as the "Rents"), together with 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;

(e) all proceeds of and any unearned premiums on any insurance policies covering the Mortgaged Property, 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 Mortgaged Property;

(f) all accounts, escrows, impounds, reserves, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the Uniform Commercial Code, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, permits, consents, licenses (including liquor licenses, to the extent assignable), license agreements, operating contracts, contract rights (including, without limitation, any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair, or other work upon the Mortgaged Property) and all management, franchise, service, supply and maintenance contracts and agreements, and any other agreements, permits or contracts of any nature whatsoever now or hereafter obtained or entered into by the Debtor with respect to the operation or ownership of the Mortgaged Property); and all approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Mortgaged Property); and all causes of action that now or hereafter relate to, are derived from or are used in connection with the Mortgaged Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively referred to as the "Intangibles");

(g) all proceeds, products, offspring, rents and profits from any of the foregoing, including, without limitation, those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing; and

(h) any and all monies or funds now or hereafter deposited in or with respect to any impound, escrow or similar funds established pursuant to or held under any of the Loan Documents, including but not limited to the Tax and Insurance Impound and the Replacement Escrow Fund (as such terms are defined in the Mortgage).

TOGETHER WITH any and all proceeds and products of any of the foregoing and any and all other security and collateral of any nature whatsoever, now or hereafter given for the repayment of the Debt (as defined in the Mortgage) and the performance of Debtor's obligations under the Loan Documents (as defined in the Mortgage).

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EXHIBIT A

Inst # 2001-11916

Legal Description

PARCEL I:

**03/30/2001-11916
02:44 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 NE 20.00**

A tract of land situated in the NW $\frac{1}{4}$ of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama, said tract being part of Block 2 of Altadena Park, as recorded in Map Book 5, Page 73, part of Lot 1, Butte Woods Ranch Addition to Altadena Valley as recorded in Map Book 5, Page 1, all recorded in the Probate Office of Shelby County, Alabama, said tract of land more particularly described as follows:

Commence at the southwest corner of the NE $\frac{1}{4}$, NW $\frac{1}{4}$ of said Section 3, and run thence easterly, along the south line thereof, 69.02 feet; thence turn 69°30'50" right and run southeasterly 96.27 feet to the point of beginning, said point being on the northerly line of Lot 1 of said Altadena Park; thence turn 90°00' left and run northeasterly 240.0 feet to the northernmost corner of said Lot 1; thence turn 90°58'45" right and run southeasterly 149.79 feet to the southeast corner of said Lot 1; thence turn 6°16'15" right and run southeasterly, along the easterly line of Lot 2 of said subdivision, 144.94 feet to the most easterly corner of Lot 2; thence turn 7°01'15" right and run southerly along the easterly line of Lot 3 and said subdivision, for 57.52 feet to a point on last said lot line; thence turn 106°56'15" left and run northeasterly 128.13 feet; thence turn 84°50' right and run southeasterly for 195.0 feet; thence turn 20°59'30" left and run southeasterly for 333.22 feet; thence turn 52°39'30" left and run easterly for 150.0 feet; then turn 90° left and run northerly for 600.14 feet; thence turn 41°00' right and run northeasterly for 300.00 feet; thence turn 14°00' left and run northeasterly for 125.0 feet; thence turn 25°00' left and run northerly for 170.0 feet; thence turn 87°58'40" right and run Easterly for 137.41 feet to a point on the east line of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 3, Township 19 South, Range 2 West; thence turn left 90° and run northerly, along said $\frac{1}{4}$ - $\frac{1}{4}$ line for 270 feet, more or less, to the Westerly bank of the Cahaba River; thence run northerly and westerly, along the southwest bank of said river 1400 feet, more or less, to the west line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 3, said point also being on the easterly line of Lot 1 of said Butte Woods Ranch Addition to Altadena Valley; thence run northerly, along last said $\frac{1}{4}$ - $\frac{1}{4}$ section line of said lot line for 90 feet, more or less, to the northeasterly corner of said Lot 1; thence turn left and run westerly, along the northerly line of said Lot 1, for 240 feet, more or less, to the northwest corner of said Lot 1; thence turn left and run southwesterly and along the easterly right-of-way line of Caldwell Mill Road for 425 feet, more or less; thence turn left 31°45' and run southeasterly for 67.96 feet; thence turn left 31°45' and run southeasterly, along the new northeasterly right-of-way line of Old Caldwell Mill Road for 231.58 feet to the beginning curve to the right, having a radius of 263.05 feet; thence continue southeasterly and along said right-of-way line and along the arc of said curve 162.13 feet to the end of said curve; thence continue southeasterly on a course tangent to said curve, and along said right-of-way line 245.3 feet to the point of beginning. Situated in Shelby County, Alabama. This site contains 35.8 acres, more or less.

Less and except:

PARCEL II:

Part of the NW $\frac{1}{4}$ of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: