

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Jonathan J. Nugent, Esq. (704) 338-5095	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Jonathan J. Nugent, Esq. Kilpatrick Stockton LLP Hearst Tower, Suite 2500 214 North Tryon Street Charlotte, North Carolina 28202	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names						
1a. ORGANIZATION'S NAME RBP, L.L.C.						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 951 18th Street South, Suite 200			CITY Birmingham	STATE AL	POSTAL CODE 35205	COUNTRY USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability company	1f. JURISDICTION OF ORGANIZATION Alabama	1g. ORGANIZATIONAL ID #, if any DLL 665-267		<input type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (2a or 2b) - do not abbreviate or combine names						
2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any		<input type="checkbox"/> NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only <u>one</u> secured party name (3a or 3b)						
3a. ORGANIZATION'S NAME JPMORGAN CHASE BANK						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 270 Park Avenue			CITY New York	STATE NY	POSTAL CODE 10017	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A and Exhibit B attached hereto.

5. ALTERNATIVE DESIGNATION [if applicable]:		LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]		All Debtors		Debtor 1	Debtor 2	
8. OPTIONAL FILER REFERENCE DATA Loan No. V_35975/Riverchase Business Park County of Shelby (Alabama)							

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OR	9a. ORGANIZATION'S NAME RBP, L.L.C.		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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11a. ORGANIZATION'S NAME									
OR	11b. INDIVIDUAL'S LAST NAME				FIRST NAME		MIDDLE NAME		SUFFIX
	11c. MAILING ADDRESS				CITY		STATE	POSTAL CODE	COUNTRY
11d. TAX ID #: SSN OR EIN		ADD'L INFO RE ORGANIZATION DESTOR	11e. TYPE OF ORGANIZATION		11f. JURISDICTION OF ORGANIZATION			11g. ORGANIZATIONAL ID #, if any	
								<input type="checkbox"/> NONE	

OR	12a. ORGANIZATION'S NAME				
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
	12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

14. Description of real estate:

16. Additional collateral description:

See Exhibit B attached hereto.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL I:

Lot 2, according to the Survey of Wren Park Subdivision, as recorded in Map Book 22, Page 131, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

PARCEL II:

TOGETHER WITH AN EASEMENT for the use, maintenance, repair and replacement of storm and surface water drainage over and across the following property as recorded in Map Book 22, Page 131, described as follows:

Part of the NW 1/4 of the NE 1/4 of the NE 1/4 of the NW 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the NE corner of said Section; thence West along the North line of said Section, 1,245.86 feet; thence 90 degrees, 00 minutes, 00 seconds left, 431.26 feet; thence 111 degrees, 16 minutes, 33 seconds right, 127.85 feet to the beginning of a 50 foot easement lying South of and adjacent to the following described line; thence from last stated course, 27 degrees, 54 minutes, 00 seconds left, 354.41 feet to the end of said 50 foot easement and the beginning of a 25 foot easement, lying South of and adjacent to said line; thence continue along last stated course, 100.00 feet; thence 20 degrees, 43 minutes, 00 seconds right, 482.29 feet; thence 25 degrees, 31 minutes, 00 seconds left, 494.05 feet; thence 19 degrees, 30 minutes, 00 seconds left, 150 feet to the end of said easement, said property being Part of Lot 1, Riverchase Gardens, First Sector, as recorded in Map Book 8, Page 153, in the Probate Office of Shelby County, Alabama, and a Part of Lots 1 and 2, Riverchase Properties, Second Addition to Riverchase, as recorded in Map Book 9, Page 40, in the Probate Office of Shelby County, Alabama.

Loan No.: V_35975
Debtor: RBP, LLC
Tax I.D. No.: 63-1228141

Secured Party: JPMORGAN CHASE BANK

EXHIBIT "B"
to
UCC Financing Statement

All of Debtor's estate, right, title and interest in, to and under the following described property whether now owned or hereinafter acquired by Debtor (collectively, the "**Property**"):

1. Land. The real property described in Exhibit A attached hereto and made a part hereof (collectively, the "**Land**"), together with additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the development, ownership or occupancy of such real property, and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of that certain Mortgage and Security Agreement executed in connection herewith (the "**Security Instrument**");

2. Improvements. The buildings, structures, fixtures, additions, accessions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "**Improvements**");

3. Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, 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 Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

4. Fixtures and Personal Property. All machinery, equipment, goods, inventory, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) 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 the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future use, maintenance, enjoyment, operation and occupancy of the Land 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 Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements, and the right, title and interest of Debtor in and to any of the Property which 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 Property is located (the “**Uniform Commercial Code**”), superior in lien to the lien of the Security Instrument and all proceeds and products of the above;

5. Leases and Rents. All leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the “**Bankruptcy Code**”) (individually, a “**Lease**”; collectively, the “**Leases**”) and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents (including all tenant security and other deposits), including, without limitation, the Deposit Account (as defined in the Account Pledge and Security Agreement), additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively 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;

6. Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, 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 the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

7. Insurance Proceeds. All proceeds of and any unearned premiums on any insurance policies covering the 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 Property;

8. Tax Certiorari. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

9. Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

10. Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

11. Agreements. All agreements, contracts (including purchase, sale, option, right of first refusal and other contracts pertaining to the Property), certificates, instruments, franchises, permits, licenses, approvals, consents, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use,

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occupation, construction, management or operation of the Property (including any Improvements or respecting any business or activity conducted on the Land and any part thereof) and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;

12. Trademarks. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

13. Accounts. All accounts, accounts receivable, escrows (including, without limitation, all escrows, deposits, reserves and impounds established pursuant to that certain Escrow Agreement for Reserves and Impounds of even date herewith between Borrower and Lender, documents, instruments, chattel paper, deposit accounts, investment property, claims, reserves (including deposits) representations, warranties and general intangibles, as one or more of the foregoing terms may be defined in the Uniform Commercial Code, and all contract rights, franchises, books, records, plans, specifications, permits, licenses (to the extent assignable), approvals, actions, choses, commercial tort claims, suits, proofs of claim in bankruptcy and causes of action which now or hereafter relate to, are derived from or are used in connection with the Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon; and

14. Other Rights. Any and all other rights of Debtor in and to the Property and any accessions, renewals, replacements and substitutions of all or any portion of the Property and all proceeds derived from the sale, transfer, assignment or financing of the Property or any portion thereof.

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Shelby Cnty Judge of Probate, AL
11/24/2003 14:40:00 FILED/CERTIFIED