

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

LISA M. WEEDEN 860-251-5932

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CSC Corporation Service Company®
P.O. Box 591
Wilmington, DE 19899
(800) 927-9800

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

CARGILL INCORPORATED

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

c/o Wilmington Trust Company, 1100 North
Market Street; Attn: Corporate Trust

CITY

Wilmington

STATE

DE

POSTAL CODE

19890-1626

COUNTRY

USA

1d. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

Corporation

1f. JURISDICTION OF ORGANIZATION

DE

1g. ORGANIZATIONAL ID #, if any

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

Wilmington Trust Company

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

1100 North Market Street; Attn: Corporate Trust

CITY

Wilmington

STATE

DE

POSTAL CODE

19890-1626

COUNTRY

USA

2d. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

Corporation

2f. JURISDICTION OF ORGANIZATION

DE

2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

U.S. BANK NATIONAL ASSOCIATION

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

P.O. BOX 960778

CITY

BOSTON

STATE

MA

POSTAL CODE

02196-0778

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

See attached Exhibit A

5. ALTERNATIVE DESIGNATION [if applicable]:	☐ LESSEE/LESSOR	☐ CONSIGNEE/CONSIGNOR	☐ BAILEE/BAILOR	☐ SELLER/BUYER	☐ AG. LIEN	☐ NON-UCC FILING
6. ☒ 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) [optional]		☐ All Debtors ☐ Debtor 1 ☐ Debtor 2			
8. OPTIONAL FILER REFERENCE DATA Shelby County, AL 65924-10						

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

OR	9a. ORGANIZATION'S NAME Cargill Incorporated		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

Cargill Incorporated is the settlor under the Trust Agreement dated as of January 12, 1996 with Wilmington Trust Company as Owner Trustee.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

OR	11a. ORGANIZATION'S NAME				
	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 DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION		11g. ORGANIZATIONAL ID #, if any
					☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

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

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

14. Description of real estate:

16. Additional collateral description:

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

THE COLLATERAL

Alabama
Sec. Of State
B 94-21881 EF
Date 6/15/94
Time 10:41 AM
File \$10.00
EXPG \$7.00
EXNH \$0.00
EXFM \$2.00

\$19.00

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.

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B 94-21881 FS
Date 6/15/94
Time 10:41 AM
File \$10.00
ExpG \$7.00
ExNm \$.00
Form \$2.00

\$19.00

Schedule A

NORTH BUILDING PARCELS

Alabama
Sec. Of State
B 94-21881 FS
Date 6/15/94
Time 10:41 AM
File \$10.00
XPR \$7.00
XNR \$5.00
LUP \$2.00
\$19.00

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:

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94-21881 FB
Site 5/15/94
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Commence at the Southeast corner of the Northeast 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

Alabama
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 6/15/94
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 \$10.00
 \$7.00
 \$2.00
 \$19.00

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°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°11'49" to the right in a Southwesterly direction a distance of 101.89 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 13.76 feet to a point; thence 63°45' to the left in a Northwesterly direction a distance of 60.31 feet to a point; thence 63°45' to the left in a Southwesterly direction a distance of 13.76 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 101.89 feet to a point; thence 90°00' to the left in a Southwesterly direction a distance of 92.00 feet to a point; thence 90°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°14'49"; thence 64°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°37'24" to the right (angle measured to tangent) in a Southwesterly direction a distance of 163.04 feet to a point; thence 90°00' to the left in a Southeasterly direction a distance of 92.00 feet to a point; thence 90°00' to the left in a Northeasterly direction a distance of 133.79 feet to a point; thence 90°00' to the right in a Southeasterly direction a distance of 11.21 feet to a point; thence 63°45' to the left in a Northeasterly direction a distance of 59.17 feet to a point; thence 26°14'59" to the right in a Northeasterly direction a distance of 21.79 feet to a point; thence 90°00' to the right in a Southeasterly direction a distance of 56.79 feet to a point; thence 90°00' to the left in a Northeasterly direction a distance of 76.00 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 68.00 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 6.00 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 39.00 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 25.00 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 64.00 feet to a point; thence 90°00' to the left in a Southwesterly direction a distance of 25.00 feet to a point; thence 90°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.

Alabama
Sec. Of State

B 94-21881 FS
Date 6/15/94
Time 10:41 AM

File \$10.00
ExpG \$7.00
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Form \$2.00

\$19.00

EXHIBIT A

Alabama
Sec. Of State
94-21891 AS
Date 6/15/94
Time 10:42 AM
\$5.00
\$2.00
\$1.00
\$7.00

This financing statement covers the following types (see items) of property:

Debtor's partnership interest in Sun Riverchase, Limited Partnership (the "Partnership"), a California limited partnership, including the following:

1. All right, title and interest of Debtor as a partner in the Partnership, whether now owned or hereafter acquired, and all of Debtor's rights, title, interests and remedies and all other benefits of any kind whatsoever now existing or hereafter arising in respect of Debtor's partnership interest in the Partnership (including, without limitation, Debtor's percentage interest in the Partnership and the right to vote, if any, on Partnership matters) and any and all instruments, whether heretofore or hereafter acquired, evidencing such rights and interests (all of the foregoing being collectively referred to as the "Pledged Interest").
2. All of Debtor's right, title and interest in and to (i) all distributions of any kind whatsoever that are or shall become due and payable or distributable to Debtor from time to time (whether in the nature of profits or capital or otherwise) in respect of or in exchange for all or any portion of the Pledged Interest, (ii) all payments of every kind whatsoever that shall become and be due and payable or distributable to Debtor on account of the purchase, redemption, repurchase or other retirement of all or any portion of the Pledged Interest, and (iii) all other distributions of every kind whatsoever (whether in the nature of profits or capital or otherwise) which shall become and be due and payable or distributable to Debtor on or in respect of the Pledged Interest.
3. All products or proceeds and all replacements and substitutions of or from any of the foregoing.

PROVIDED, HOWEVER, that pursuant to that certain General Partnership Interest Pledge Agreement (the "Pledge Agreement"), dated June 1, 1994, between Debtor, as pledgor, and Secured Party, as lender, excluded from the security interest evidenced by this financing statement are any distributions or payments (or products, proceeds, replacements or substitutions thereof) actually received by Debtor from the Partnership on or in respect of the Pledged Interest at any time other than during a Default Period (as such term is defined in the Pledge Agreement).

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Shelby Cnty Judge of Probate, AL
01/06/2005 11:02:00 FILED/CERTIFIED

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