

UCC FINANCING STATEMENT

See Schedule A attached hereto.

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

Christine Hines 704-444-2000					
B. SEND ACKNOWLED	GMENT TO: (Name and Address)				
					
	Please Return To:				
Natio	nal Corporate Research, Ltd.				
4	1 State Street, Suite 600				
A	Ibany, New York 12207				
1	0)828-0938 (518)434-0938				
		THE ABOVE	SPACE IS FO	R FILING OFFICE US	EONLY
1. DEBTOR'S EXACTF	ULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names			
1a. ORGANIZATION'S N		<u> </u>			
Riverchase C	apital, LLC				
OR 16. INDIVIDUAL'S LAST		FIRST NAME	MIDDLE NAME		SUFFIX
				, <u> </u>	
4 14411110 4555550			CTATE	IDOCTAL CODE	COLINITON
1c. MAILING ADDRESS	D 1 0 4 200	CITY	STATE	POSTAL CODE	COUNTRY
2908 Bay to Bay	y Boulevard, Suite 200	Tampa	FL	33629	
1d. SEEINSTRUCTIONS ADD'L INFO RE 1e. TYPE OF ORGANIZA		1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any		• · · · · · · · · · · · · · · · · · · ·
	ORGANIZATION LLC	Florida	$_{\rm l}L070$	00041375	NONE
2 ADDITIONAL DERTO	R'S EXACT FULL LEGAL NAME - insert only one of	lebtor name (2a or 2b) - do not abbreviate or comb	ine names		
2a. ORGANIZATION'S N		reptor flattie (2a of 2b) - do not abbreviate of comb	ane names		
Stow Riverch	nase, LLC				
OR 26. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME		SUFFIX
26. INDIVIDUAL'S LAST NAME		TERCOT INCIDE	INTODEC INTINE		
2c. MAILING ADDRESS	1	CITY	STATE	POSTAL CODE	COUNTRY
46 Tidy Island, A	Attn: Harvey W. Gleeksman	Bradenton	FL	34210	
2d. SEE INSTRUCTIONS	ADD'L INFO RE 2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORG	ANIZATIONAL ID #, if any	
	ORGANIZATION LLC	Florida	L07000059083		Пиом
- OF OUDED DADTM	DEBION				NONE
	NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/F				
	N.A., as Trustee for the Registered Holders of J.	P. Morgan Chase Commercial Mortgage	Securities Co	rp., Commercial Mort	gage
Pass-Through Certificates, Series 2004-CI					
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME		SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
c/o Capmark Fir	ance Inc., 200 Witmer Road	Horsham	PA	19044	
	ENT covers the following collateral:		1		<u> </u>
T. THIS PHYMINUTING STATEIN	LITI COVERS THE TOROWING CONSTENS.				

The Mortgage and Security Agreement was filed on November 24, 2003, Instrument number 20031124000770800 in Probate Office of Shelby County, Alabama. There is no Mortgage Tax due.

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 ESTATE RECORDS. Attach Addendum	in the REAL 7. Check to REC [if applicable] [ADDITIONAL	QUEST SEARCH REPORT(S) on Debtor(s) [Optional]	All Debtors Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA			F#198340
Filed with: AL - Shelby County			A#302444

		NT ADDENDUM					
FOLLOW INSTRUCTIONS		CAREFULLY N RELATED FINANCING STA	TEMENT				
9a. ORGANIZATION'S NA	ME	THE CONTROL OF THE CO					
Riverchase Ca	apital, LLC						
9b. INDIVIDUAL'S LAST I	NAME	FIRST NAME	MIDDLE NAME, SUFFIX				
10.MISCELLANEOUS:							
		······································				S FOR FILING OFFIC	EUSEONLY
11. ADDITIONAL DEBTO		_ LEGAL NAME - insert only <u>one</u> n	ame (11a or 11b) - do not abbrevi	ate or combine name	:S	<u></u>	<u> </u>
OR 11b. INDIVIDUAL'S LAST	NAME		FIRST NAME		MIDDLE	NAME	SUFFIX
AA MAN INC ADDDCCC		<u> </u>	CITY		STATE	POSTAL CODE	COUNTRY
11c. MAILING ADDRESS							
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGAN	IIZATION	11g. OR0 	SANIZATIONAL ID #, if ar	ny NONE
12. ADDITIONAL SEC		S or ASSIGNOR S/P'S	NAME - insert only <u>one</u> name	(12a or 12b)			
OR			TOTAL SET		MIDDLE	NA NA E	SUFFIX
12b. INDIVIDUAL'S LAST	NAME		FIRST NAME		IMIDDLE	IAVIAIC	
12c. MAILING ADDRESS			CITY		STATE	POSTAL CODE	COUNTRY
13. This FINANCING STATEcollateral, or is filed as a14. Description of real estate	fixture filing.	nber to be cut oras-extracted	16. Additional collateral descrip	ption:			
See Exhibit A at	tached heret	to.					
15. Name and address of a R (if Debtor does not have a		above-described real estate					
			17. Check <u>only</u> if applicable an			<u></u>	
			Debtor is a Trust or T	. " <u>.</u>		roperty held in trust or	Decedent's Estate
			Debtor is a TRANSMITTING		-		
			Filed in connection with a				
			Filed in connection with a	Public-Finance Trans	action — e	effective 30 years	

SCHEDULE A TO UCC-1 FINANCING STATEMENT

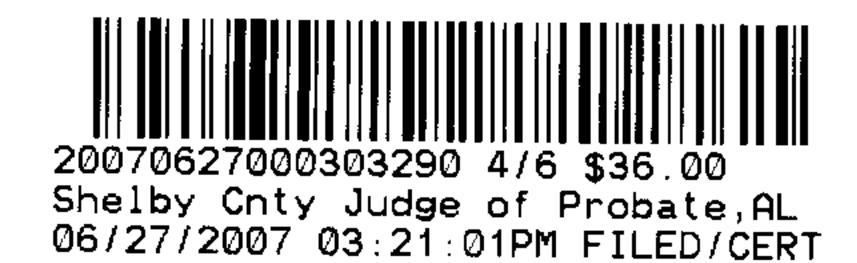
Riverchase Capital, LLC and Stow Riverchase, LLC, collectively as Debtor,

and

Wells Fargo Bank, N.A., as Trustee for the Registered Holders of J. P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates Series 2004-C1, as Secured Party

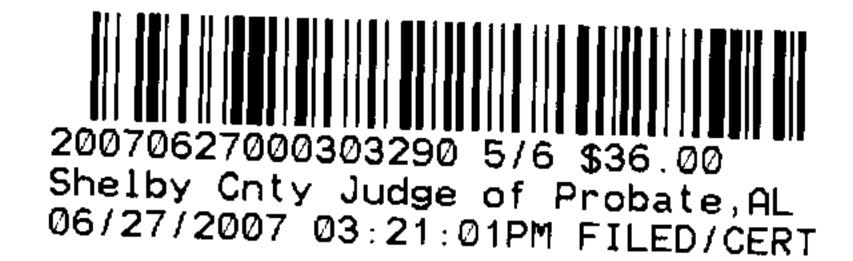
All of Debtor's estates right, title and interest in, to and under the following described property whether now owned or hereinafter acquired by Debtor (collectively, the "Property"):

- 1. 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. 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. All easements, rights-of-way or use, rights, strips arid 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 reversion, 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. 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, arid 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 arid all proceeds and products of the above;

- 5. 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 tiling 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. 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. 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. 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. 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. 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. 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, 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. 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. 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, arid 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. 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.

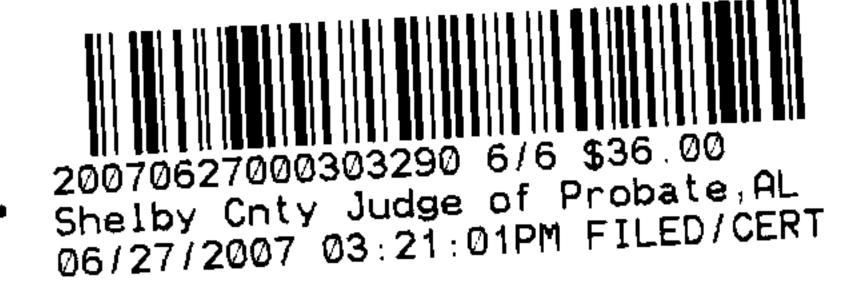


EXHIBIT "A"

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.