CC FINANCING LLOW INSTRUCTIONS NAME & PHONE OF CO 404-815-6500 SEND ACKNOWLEDGE	3 (front and back) ONTACT AT FILES	CAREFULLY R (optional)		20081219000471880 1/6 \$36 Shelby Cnty Judge of Prob 5helby Cnty Judge of Prob 12/19/2008 04:16:26PM FIL		
Kilpatrick	Westfield, E Stockton LI itree Street, A 30309	_P^				
DEDTODIC EVACE SI	21 1 1 5 6 4 1 1 1 1 1 1 1				OR FILING OFFICE U	SE ONLY
1a. ORGANIZATION'S NA	ME		or 1b) - do not abbreviate or combine n	ames		
RCG LV RIVERSIDE PARC, L.P. 1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	NAME	SUFFIX	
MAILING ADDRESS c/o RCG Longview Realty Services, LLC		C CITY	STATE	POSTAL CODE	COUNTRY	
		, One Galleria Blvd.	Metairie	LA	70001	USA
TAX ID #: SSN OR EIN	ORGANIZATION	1e. TYPE OF ORGANIZATION limited partnership	16 JURISDICTION OF ORGANIZAT Delaware	1.5.	SANIZATIONAL ID#, if any 2541	, [7]
ADDITIONAL DEBTOR		EGAL NAME - Insert only one	debtor name (2a or 2b) - do not abbrevia	te or combine names		
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	MIDDLE NAME SL		
MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTR
TAX ID #: SSN OR EIN ADD'L INFO RE 2e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR		2f. JURISDICTION OF ORGANIZAT	ION 2g. ORG	2g. ORGANIZATIONAL ID #, if any		
SECURED PARTY'S 3a. ORGANIZATION'S NA	ME WELLS FA	RGO BANK, N.A., as T	R S/P) - insert only one secured party na rustee for the Registered Hold	ders of J.P. Morgan	Chase Commercial	Mortgage
Securities Corp., Commercial Mortgag 3b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME		
MAILING ADDRESS /o Midland Loan Services, Inc., 10851 Mastin, Suite 700			Overland Park	STATE	POSTAL CODE 66210	COUNTR
	NT covers the followin				00210	USA

This UCC-1 Fixture Filing is recorded as additional security in conjunction with that certain Consent and Assumption Agreement with Limited Release, dated December 19, 2008, and recorded as Instrument Number 20081219000471870

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSI	GNOR BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL 7. Check ESTATE RECORDS. Attach Addendum [if applicable] [ADD	CK to REQUEST SEARCH REPORT(S	S) on Debtor(s)	All Debtors De	ebtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA		·		
Filed With: Shelby County, Alabama	49954/369159 Loar	n No. 03-02	55727 (LI	(B)

FOLLOW INSTRUCTIONS (front ar	TEMENTADDEND nd back) CAREFULLY	UM			
9. NAME OF FIRST DEBTOR (1a		NG STATEMENT			
9a. ORGANIZATION'S NAME					
1	DADCID				
OR RCG LV RIVERSIDE	rakc, L.r.				
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX	tit it i		
10. MISCELLANEOUS:			20091	219000471880	2/6 \$36.00
			THE ABOVE SPACE	3/2008 04:16:2	6PM FILED/CER
11. ADDITIONAL DEBTOR'S EXA	ACT FULL LEGAL NAME- insert of	only one name (11a or 11b) - do not abbrev	iate or combine names		
11a. ORGANIZATION'S NAME					
11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
	NFO RE 11e. TYPE OF ORGANIZA IZATION R	TION 11f. JURISDICTION OF ORGAN	NIZATION 11g. ORG	SANIZATIONAL ID #, if a	Iny NONE
12. ADDITIONAL SECURED I	PARTY'S or ASSIGNO	R S/P'S NAME - insert only one name	(12a or 12b)		
12a. ORGANIZATION'S NAME	<u> </u>	······································	······································	· · · · · · · · · · · · · · · · · · ·	
OR 126. INDIVIOUAL'S LAST NAME	12b. INDIVIOUAL'S LAST NAME		MIDDLE	MIDDLE NAME SUFFIX	
		FIRST NAME			
12c. MAILING ADDRESS	· · · · · · · · · · · · · · · · · · ·	CITY	STATE	IDOSTAL CODE	COLINTON
120. MAILING ADDITESS			SIAIE	POSTAL CODE	COUNTRY
13. This FINANCING STATEMENT coverable collateral, or is filed as a fixture 14. Description of real estate:	E	dracted 16. Additional collateral descrip	otion:		
		_			
See Exhibit A attached her	reto and made a part here	of.			
15. Name and address of a RECORD ON					
(if Debtor does not have a record inte	erest):				
		17 Charle sale & applicable and	d chaole solerone have		· · · · · · · · · · · · · · · · · · ·
		17. Check <u>only</u> if applicable and	•		·
			rustee acting with respect to pr	operty held in trust or	Decedent's Estate
		18. Check <u>only</u> if applicable and	d check only one box.		
		Debtor is a TRANSMITTING	UTILITY		
		Filed in connection with a M	Manufactured-Home Trensaction	— effective 30 years	
		Filed in connection with a P	ublic-Finance Transaction — ef	fective 30 years	

20081219000471880 3/6 \$36.00 Shelby Cnty Judge of Probate, AL 12/19/2008 04:16:26PM FILED/CERT

EXHIBIT "A"

All that certain land situated in the County of Jefferson, Alabama and County of Shelby, Alabama, and being more particularly described as follows:

PHASE I:

PARCEL I:

Lot 15, Cahaba Park South, 1st Addition as recorded in Map Book 153, page 49, in the Probate Office of Jefferson County, Alabama; being situated in Jefferson County, Alabama.

PARCEL II:

Lot B, Cahaba Park South, 1st Addition, Resurvey No. 1 as recorded in Map Book 159, page 15, in the Probate Office of Jefferson County, Alabama, being situated in Jefferson County, Alabama.

PARCEL III: (Signage Easement)

A non-exclusive easement to construct and maintain signage on a structure not exceeding fourteen feet in height and eight feet in width on the 10' by 10' easement for signage in the Southwestern corner of Lot 13-D, as shown on Resurvey No. 2 of Cahaba Park South, recorded in Map Book 13, page 57, in the Probate Office of Shelby County, Alabama.

PHASE II:

PARCEL IV:

Lot A, Cahaba Park South, 1st Addition Resurvey No. 1 as recorded in Map Book 159, page 15, in the Probate Office of Jefferson County, Alabama.

OTHER INTERESTS:

PARCEL V:

The beneficial interest that constitutes an interest in real property as set forth in that certain Agreement dated August 7, 1985, by an among Investment Southeastern, Ltd., Kovach-Eddleman Properties, and 280 Associates, Ltd., as recorded in Real 2748, Page 377, in the Probate Office of Jefferson County, Alabama, and as further recorded in Real 38, Page 71 in the Probate Office of Shelby County, Alabama.

PARCEL VI:

The beneficial interest that constitutes an interest in real property as set forth in that certain Reciprocal Easement Agreement dated August 7, 1985, by and among Investment Southeastern, Ltd., Kovach-Eddleman Properties, and 280 Associates, Ltd., as recorded in Real 2748, Page 384, in the Probate Office of Jefferson County, Alabama, and as further recorded in Real 38, Page 59, in the Probate Office of Shelby County, Alabama.

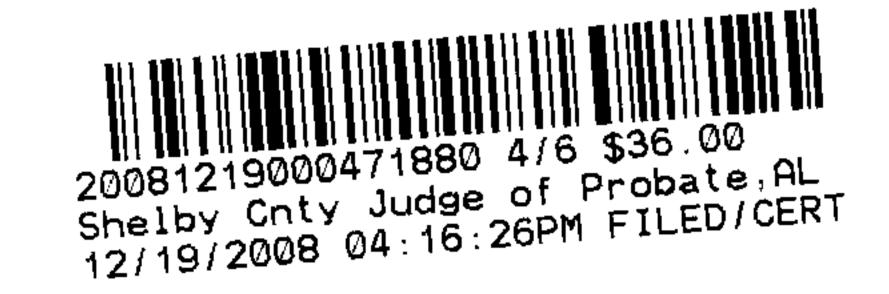


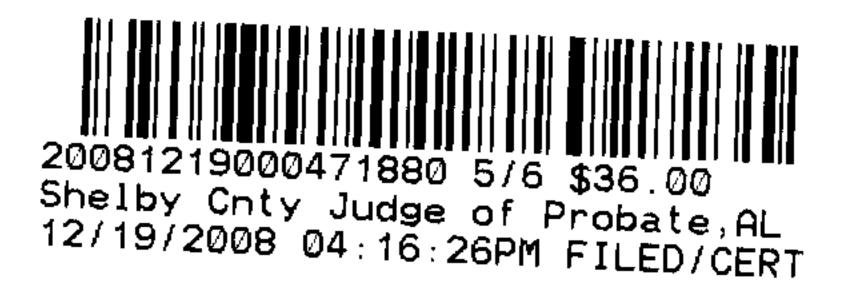
Exhibit B

To UCC Financing Statement naming RCG LV RIVERSIDE PARC, L.P., 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 2005-CIBC13, as Secured Party

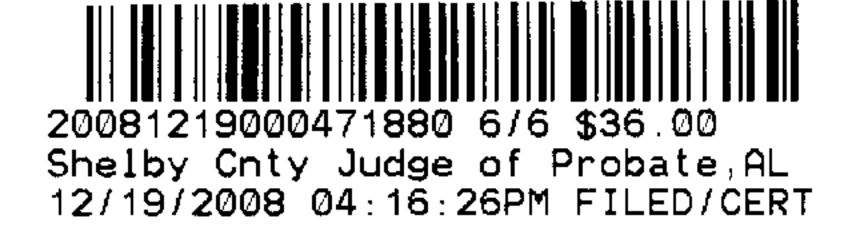
This financing statement covers all of Debtor's estate, right, title and interest in, to and under the following described property whether now owned or hereinaster acquired by Debtor (collectively, the "Property"):

- 1. <u>Land</u>. The real property described in <u>Exhibit A</u> 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. <u>Improvements</u>. 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, herditaments 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. <u>Fixtures and Personal Property</u>. All machinery, furnishings, equipment, goods, inventory, fixtures (including but not limited to all heating, air conditioning, plumbing, lighting, fans, alarm systems, 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 Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements, including without limitation, chairs, desks, lamps, mirrors, bookcases, tables, couches, shelves, outdoor furniture, grills, cabinets, rugs, carpeting, floor coverings, draperies and drapery rods and brackets, curtains, shades, venetian blinds, screens,



awnings, paintings hangings, pictures, keys or other entry systems, cable t.v. equipment, intercom equipment, electric and electronic equipment, private telephone systems, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, fittings, plants, stoves, ranges, microwaves, dishwashers, garbage disposal units, refrigerators, washers and dryers, tools, lawn mowers, pool equipment, exercise equipment machinery, water heaters, incinerators, machines, engines, boilers, dynamos, elevators, stockers, tanks, office supplies, other customary apartment equipment, 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 Improvements, or appurtenant thereto, or usable in connection with the present or future operation, enjoyment 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. <u>Leases and Rents</u>. 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), 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. <u>Condemnation Awards</u>. 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. <u>Insurance Proceeds</u>. 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. <u>Tax Certiorari</u>. 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. <u>Conversion</u>. 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, 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. <u>Trademarks</u>. 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 as amended and executed in connection herewith between Debtor and Secured Party), documents, instruments, chattel paper, deposit accounts, investment property, claims, reserves (including deposits) representations, warranties and general intangibles, as on 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 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.