



UCC LIEN NO. 94143703 JPS7 LLC

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)

B. E-MAIL CONTACT AT SUBMITTER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Gulf Coast Bank and Trust Company
1505 LBJ Freeway, Suite 350
Farmers Branch, Texas 75234

SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
JPS7 LLC

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS
4644 N.E. Sandy Blv.d

CITY Portland	STATE OR	POSTAL CODE 97213	COUNTRY USA
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2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
Gulf Coast Bank and Trust Company

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS
200 St. Charles Ave.

CITY New Orleans	STATE LA	POSTAL CODE 70130	COUNTRY USA
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4. COLLATERAL: This financing statement covers the following collateral:

See Exhibit "A" attached hereto and incorporated by reference.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box: Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailor/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

Exhibit "A"

All property, assets, rights and interest in property of Debtor, of any kind or description, tangible or intangible, whether now owned or existing or hereafter acquired or arising and wheresoever located including, but not being limited to, the following:

All deposit accounts, accounts and accounts receivable of Debtor, whether now in existence or hereafter coming into existence; all letter of credit rights; all chattel paper (whether tangible or electronic), contract rights, instruments (including promissory notes), documents, general intangibles (including, without limitation, payment intangibles, trademarks, service marks, trade names, patents, copyrights and licenses), inventory (including raw materials inventory, finished goods inventory, parts, supplies) and goods in process of debtor, whether now in existence or owned or hereafter coming into existence or acquired, wherever located, and all returned goods, and repossessions and replacements thereof; all vehicles, furniture, machinery and equipment now owned and hereafter acquired by Debtor (including all embedded software); all investment property; all supporting obligations, software and commercial tort claims; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds); All insurance policies insuring the foregoing property or any part thereof including unearned premiums and all refunds.

Borrower shall not create, incur or assume additional indebtedness for borrowed money, according to the terms and conditions of the Loan Agreement between Borrower and Lender, unless otherwise approved by Lender in writing.