

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
Thomas J. O'Shea 860-240-2707

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Bingham McCutchen LLP  
One State Street  
Hartford, CT 06103

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 Wells Exchange-Meadow Brook Park, Birmingham, LLC

OR 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS 6200 The Corners Pkwy, Ste. 250 CITY Norcross STATE GA POSTAL CODE 30092 COUNTRY USA

1d. TAX ID #: SSN OR EIN N/A ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION LLC 1f. JURISDICTION OF ORGANIZATION Georgia 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

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 ☐ 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 Principal Commercial Funding, LLC

OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS 801 Grand Avenue CITY Des Moines STATE IA POSTAL CODE 50392-1450 COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All of the collateral more particularly described in Schedule A attached hereto and made a part hereof relating to real property located in the Town of Birmingham, County of Shelby, State of Alabama and more particularly described in Exhibit A attached here and made a part hereof.

To be recorded with the Probate Office of Shelby County

This financing Statement covers, among other collateral, goods which are or are to become fixtures and is to be recorded in the real property records.

Amount of the indebtedness: \$13,900,000.00

Mortgage tax: \$20,850.00

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) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA Principal/Wells

## 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 Wells Exchange-Meadow Brook Park, Birmingham, LLC		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

### 10. MISCELLANEOUS:

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### 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 <input type="checkbox"/> 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:

See Exhibit A attached hereto and made a part hereof.

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

Wells Exchange-Meadow Brook Park,  
Birmingham, LLC  
6200 The Corners Parkway, Suite 250  
Norcross, Georgia 30092

16. Additional collateral description:

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

## **SCHEDULE A**

**DEBTOR: WELLS EXCHANGE - MEADOW BROOK PARK, BIRMINGHAM, LLC**

**SECURED PARTY: PRINCIPAL COMMERCIAL FUNDING, LLC**

ALL OF DEBTOR'S INTEREST AS LESSOR IN AND TO ALL LEASES OF THE SAID PREMISES, AS MORE FULLY DESCRIBED IN EXHIBIT A OF THIS FINANCING STATEMENT, OR ANY PART THEREOF, HERETOFORE OR HEREAFTER MADE AND ENTERED INTO BY DEBTOR, AND ALL RENTS, ISSUES, PROCEEDS AND PROFITS ACCRUING OR TO ACCRUE FROM THE PREMISES (WHICH ARE PLEDGED PRIMARILY AND ON A PARITY WITH THE REAL ESTATE AND NOT SECONDARILY).

TOGETHER WITH ALL RIGHT, TITLE AND INTEREST OF DEBTOR IN ANY AND ALL BUILDINGS AND IMPROVEMENTS OF EVERY KIND AND DESCRIPTION NOW OR HEREAFTER ERECTED OR PLACED ON THE SAID REAL ESTATE AND ALL MATERIALS INTENDED FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION AND REPAIRS OF SUCH BUILDINGS AND IMPROVEMENTS NOW OR HEREAFTER ERECTED THEREON, ALL OF WHICH MATERIALS SHALL BE DEEMED TO BE INCLUDED WITHIN THE PREMISES IMMEDIATELY UPON THE DELIVERY THEREOF TO THE PREMISES, AND ALL FIXTURES NOW OR HEREAFTER OWNED BY DEBTOR AND ATTACHED TO OR CONTAINED IN AND USED IN CONNECTION WITH THE PREMISES INCLUDING, BUT NOT LIMITED TO, MACHINERY, MOTORS, ELEVATORS, FITTINGS, RADIATORS, AWNINGS, SHADES, SCREENS, AND ALL PLUMBING, HEATING, LIGHTING, VENTILATING, REFRIGERATING, INCINERATING, AIR CONDITIONING AND SPRINKLER EQUIPMENT AND FIXTURES AND APPURTENANCES THERETO; AND ALL ITEMS OF FURNITURE, FURNISHINGS, EQUIPMENT AND PERSONAL PROPERTY OWNED BY DEBTOR USED OR USEFUL IN THE OPERATION OF THE PREMISES; AND ALL RENEWALS OR REPLACEMENTS THEREOF OR ARTICLES IN SUBSTITUTION THEREFORE, WHETHER OR NOT THE SAME ARE OR SHALL BE ATTACHED TO SAID BUILDINGS OR IMPROVEMENTS IN ANY MANNER; IT BEING MUTUALLY AGREED, INTENDED AND DECLARED THAT ALL THE AFORESAID PROPERTY OWNED BY DEBTOR AND PLACED BY IT ON THE REAL ESTATE OR USED IN CONNECTION WITH THE OPERATION OR MAINTENANCE OF THE PREMISES SHALL, SO FAR AS PERMITTED BY LAW, BE DEEMED TO FORM A PART AND PARCEL OF THE REAL ESTATE AND AS TO ANY OF THE PROPERTY AFORESAID WHICH DOES NOT FORM A PART AND PARCEL OF THE

Schedule A-1

REAL ESTATE AND DOES NOT CONSTITUTE A "FIXTURE" AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE, SAID PROPERTY IS HEREBY DEEMED TO BE THE SECURITY OF THIS SECURITY AGREEMENT UNDER THE UNIFORM COMMERCIAL CODE FOR THE PURPOSE OF CREATING HEREBY A SECURITY INTEREST IN SUCH PROPERTY WHICH DEBTOR HEREBY GRANTS TO THE SECURED PARTY.

THE SECURITY AGREEMENT PURSUANT TO WHICH THIS FINANCING STATEMENT IS GIVEN IS A MORTGAGE AND SECURITY AGREEMENT BY AND BETWEEN DEBTOR FOR THE BENEFIT OF SECURED PARTY AS SECURITY FOR THE REPAYMENT OF THE INDEBTEDNESS THEREIN DESCRIBED. THE SECURED PARTY OR ITS ASSIGNEE SHALL HAVE, IN ADDITION TO ALL THE RIGHTS AND REMEDIES GRANTED IN SUCH INSTRUMENTS, ALL OF THE RIGHTS AND REMEDIES PROVIDED UNDER THE UNIFORM COMMERCIAL CODE OF THE STATE OF ALABAMA. ALL OF SAID RIGHTS ARE CUMULATIVE AND MAY BE EXERCISED EITHER CONCURRENTLY OR INDEPENDENTLY AND IN SUCH ORDER AS THE SECURED PARTY OR ITS ASSIGNEE MAY DETERMINE.

DEBTOR SHALL HAVE THE RIGHT TO SUBSTITUTE ARTICLES OF EQUAL OR GREATER VALUE FOR ANY OF THOSE COVERED HEREBY, PROVIDED SUCH REPLACEMENTS ARE FREE OF ANY OUTSTANDING OWNERSHIP INTEREST, FINANCING STATEMENT OR OTHER ENCUMBRANCE.

Schedule A-2

**EXHIBIT A**

Legal Description

Exhibit A-1

## LEGAL DESCRIPTION

### Parcel 1

Lot 11-G, Meadow Brook Corporate Park South, Phase II, Resurvey No. 8, as recorded in Map Book 25 page 91 A & B in the Office of the Judge of Probate of Shelby County, Alabama; being more particularly described as follows:

Begin at the Southeasterly corner of Lot 11-G, Meadow Brook Corporate Park South, Phase II, Resurvey No. 8 as recorded in Map Book 25 page 91 A & B in the Office of the Judge of Probate of Shelby County, Alabama and run North 90 deg. 00 min. West (assumed) a distance of 603.04 feet to the Southwesterly corner of Lot 11-G; thence North 0 deg. 00 min. East a distance of 603.74 feet to a point on the Southeasterly right of way line of Resource Drive; thence North 64 deg. 16 min. 06 sec. East along the Southeasterly right of way line of Resource Drive a distance of 223.21 feet to the P. C. (point of curve) of a curve to the left having a radius of 460.00 feet, a central angle of 28 deg. 27 min. 36 sec. and a chord bearing of North 50 deg. 02 min. 18 sec. East; thence along the arc of said curve and the Southeasterly right of way line of Resource Drive a distance of 228.49 feet to the P. R. C. (point of reverse curve) of a curve to the right having a radius of 25.00 feet, a central angle of 79 deg. 47 min. 55 sec. and a chord bearing of North 75 deg. 42 min. 28 sec. East; thence along the arc of said curve and the Southeasterly right of way line of Resource Drive a distance of 34.82 feet to a point on the Southwesterly right of way line of Corporate Drive, said point being the P. R. C. (point of reverse curve) of a curve to the left having a radius of 362.21 feet, a central angle of 10 deg. 38 min. 30 sec. and a chord bearing of South 69 deg. 42 min. 50 sec. East; thence along the arc of said curve and the Southwesterly right of way line of Corporate Drive a distance of 67.27 feet to the P. T. (point of tangent) of said curve; thence South 75 deg. 02 min. 05 sec. East tangent to said curve along the Southwesterly right of way line of Corporate Drive a distance of 52.34 feet to a point; thence South 0 deg. 25 min. 10 sec. East a distance of 97.46 feet to a point; thence South 15 deg. 00 min. 40 sec. West a distance of 43.23 feet to a point; thence South 0 deg. 25 min. 10 sec. East a distance of 460.67 feet to a point; thence South 22 deg. 45 min. 40 sec. East a distance of 235.47 feet to the point of beginning; being situated in Shelby County, Alabama.

### Parcel 2

Lot 11-F, according to the Meadow Brook Corporate Park South, Phase II, Resurvey No. 4, as recorded in Map Book 24, Page 42 in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with, as to each parcel, rights and easements existing under and by virtue of the Declaration, as follows:

Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporation Park, (the "Declaration") as set out in Real 64 page 91, along with 1st Amendment recorded in Real 95 page 826, 2nd Amendment recorded in Real 141 page 784, 3rd Amendment recorded in Real 177 page 244, 4th Amendment recorded in Real 243 page 453, 5th Amendment recorded in Real 245 page 89, 6th Amendment recorded as Inst. #1992-23529, 7th Amendment recorded as Inst. 1995-03028, 8th Amendment recorded as Inst. #1995-04188, 9th Amendment recorded as Inst. #1996-5491, 10th Amendment recorded as Inst. #1996-32318, 11th Amendment recorded as Inst. #1997-30077, 12th Amendment recorded as Inst. #1997-37856, 13th Amendment recorded as Inst. #1998-5588, 14<sup>th</sup> Amendment recorded as Inst. #1998-41655, 15th Amendment recorded as Inst. #1998-46243, 16th Amendment recorded as Inst. #1999-2935 and, 17<sup>th</sup> Amendment, recorded as Inst. #2002-1217, in Probate Office.