

**FOLLOW INSTRUCTIONS (front and back) CAREFULLY**

FOLLOW INSTRUCTIONS (FOR FILER AND FILER'S COUNSEL)	
A. NAME & PHONE OF CONTACT AT FILER [optional] <b>Larry E. Gramlich, Esq. (404) 885-3607</b>	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>Larry E. Gramlich, Esq. Troutman Sanders LLP 600 Peachtree Street, N.E. Suite 5200 Atlanta, Georgia 30308-2216</b>	
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY	

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1. DEBTOR'S EXACT FULL LEGAL NAME—insert only <u>one</u> debtor name (1a or 1b)—do not abbreviate or combine names										
OR										
1a. ORGANIZATION'S NAME										
<b>River Glen Village, LLC</b>										
1b. INDIVIDUAL'S LAST NAME				FIRST NAME			MIDDLE NAME		SUFFIX	
1c. MAILING ADDRESS				CITY			STATE	POSTAL CODE		COUNTRY
<b>3715 Northside Pkwy, 300 Northcreek Ste 650</b>				<b>Atlanta</b>			<b>GA</b>	<b>30327</b>		<b>USA</b>
1d. TAX ID#: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION		1f. JURISDICTION OF ORGANIZATION			1g. ORGANIZATIONAL ID#, if any		
			LLC		GA			07087525		<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME—insert only <u>one</u> debtor name (2a or 2b)—do not abbreviate or combine names									
OR 2a. ORGANIZATION'S NAME									
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		<input type="checkbox"/> NONE

3.	SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P)—insert only <u>one</u> secured party name (3a or 3b)				
OR	3a. ORGANIZATION'S NAME				
	<b>Wells Fargo Bank, National Association</b>				
	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
	3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
	<b>7000 Central Parkway NE, Suite 600</b>	<b>Atlanta</b>	<b>GA</b>	<b>30328</b>	<b>USA</b>

4. This FINANCING STATEMENT covers the following collateral

**All of those items or types of Collateral described on Exhibit "A" attached hereto and made a part hereof by this reference located on the real property described on Schedule 1 to Exhibit "A" attached hereto and made a part hereof by this reference.**

**The financing statement is to be filed in the real property records.**

5.	ALTERNATIVE DESIGNATION [if applicable] <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> A.G. LIEN <input type="checkbox"/> NON-UCC FILING
6.	<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]         </div> <div style="width: 55%;">           7. Check to REQUEST SEARCH REPORT(S) ON Debtor(s)           <input type="checkbox"/> All Debtors           <input type="checkbox"/> Debtor 1           <input type="checkbox"/> Debtor 2         </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 40%;">[ADDITIONAL FEE] [optional]</div> <div style="width: 55%;"></div> </div>
8.	OPTIONAL FILER REFERENCE DATA <b>Shelby County Judge of Probate</b>

FILING OFFICE COPY—NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)



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Shelby Cnty Judge of Probate, AL  
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## UCC FINANCING STATEMENT ADDENDUM

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

OR 9a. ORGANIZATION'S NAME  
**River Glen Village, LLC**

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME—insert only one debtor 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 debtor 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 Schedule 1 to 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):

**Debtor named herein.**

16. Additional collateral description:

**See Exhibit "A" attached hereto and made a part hereof.**

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

FILING OFFICE COPY—NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/98)



EXHIBIT A TO FINANCING STATEMENT  
Collateral Description  
(Security Agreement)

Exhibit A to Uniform Commercial Code ("UCC")-National Financing Statement-Form UCC-1 ("Financing Statement"), executed by RIVER GLEN VILLAGE, LLC, a Georgia limited liability company, as "Debtor", and WELLS FARGO BANK, NATIONAL ASSOCIATION, as "Secured Party".

1. **COLLATERAL DESCRIPTION.** The Financing Statement includes the following described personal property in which Debtor now or at any time hereafter has any interest (collectively, the "**Collateral**"):

All goods, building and other materials, supplies, inventory, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property and embedded software included therein and supporting information, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on (i) the real property described on Schedule I attached hereto and incorporated by reference herein or (ii) any existing or future improvements on the real property (which real property and improvements are collectively referred to herein as the "**Subject Property**"); together with all Payments (as defined in the Mortgage defined below) and other rents and security deposits derived from the Subject Property; all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, licenses, agreements, general intangibles, payment intangibles, software, chattel paper (whether electronic or tangible), instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, insurance policies, insurance and condemnation awards and proceeds, proceeds of the sale of promissory notes, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing, operation, sale or disposition of the Subject Property or any business now or hereafter conducted thereon by Debtor; all development rights and credits, and any and all permits, consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Subject Property; all water and water rights, wells and well rights, canals and canal rights, ditches and ditch rights, springs and spring rights, and reservoirs and reservoir rights appurtenant to or associated with the Subject Property, whether decreed or undecreed, tributary, non-tributary or not non-tributary, surface or underground or appropriated or unappropriated, and all shares of stock in water, ditch, lateral and canal companies, well permits and all other evidences of any of such rights; all deposits or other security now or hereafter made with or given to utility companies by Debtor with respect to the Subject Property; all advance payments of insurance premiums made by Debtor with respect to the Subject Property; all plans, drawings and specifications relating to the Subject Property; all loan funds held by Secured Party, whether or not disbursed; all funds deposited with Secured Party pursuant to any loan agreement; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Subject Property or any portion thereof; all of Debtor's right, title and interest, now or hereafter acquired, to the payment of money from Secured Party to Debtor under any swap, derivative, foreign exchange or hedge transaction or arrangement (or similar transaction or arrangement howsoever described or defined) at any time entered into between Debtor and Secured Party in connection with the Note (as defined in the Mortgage defined below); together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

The filing of this Financing Statement shall not be construed to derogate from or impair the lien or provisions of the Second Priority Construction Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing ("**Mortgage**") of even date herewith, from Debtor to Secured Party encumbering the Subject Property with respect to any property described therein which is real property or which the parties have agreed to treat as real property.

Similarly, nothing in this Financing Statement shall be construed to alter any of the rights of Secured Party as determined by the Mortgage or the priority of the Secured Party's lien created thereby, and this Financing Statement is

declared to be for the protection of Secured Party in the event any court shall at any time hold that notice of Secured Party's priority of interest in any property or interests described in the Mortgage must, in order to be effective against a particular class of persons, including but not limited to the Federal Government and any subdivision or entity of the Federal Government, be filed in the Commercial Code records.



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**SCHEDULE I TO EXHIBIT A TO FINANCING STATEMENT**  
**Description of Property**

Schedule I to Exhibit A to Uniform Commercial Code ("UCC")-National Financing Statement-Form UCC-1 ("Financing Statement"), executed by RIVER GLEN VILLAGE, LLC, a Georgia limited liability company, as "Debtor", and WELLS FARGO BANK, NATIONAL ASSOCIATION, as "Secured Party".

Property Description. The real property referred to in Paragraph 1 of Exhibit A to this Financing Statement is located in the County of Shelby, State of Alabama and is described as follows:

Lot 6, River Ridge Plaza as recorded in Map Book 26, page 14, in the Probate Office of Shelby County, Alabama.

Parcel Identification Number: 02-7-35-0-001-003.000

  
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