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Shelby Cnty Judge of Probate, AL
06/17/2008 12:22:50PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

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 River Glen Village, LLC				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 3715 Northside Pkwy, 300 Northcreek Ste 650		CITY Atlanta	STATE GA	POSTAL CODE 30327
1d. TAX ID#: SSN OR EIN		1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION GA	1g. ORGANIZATIONAL ID#, if any 07087525
ADD'L INFO RE ORGANIZATION DEBTOR				☐ 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
2d. TAX ID#: SSN OR EIN		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any
ADD'L INFO RE ORGANIZATION DEBTOR				☐ 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 Wells Fargo Bank, National Association, as Administrative Agent				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 7000 Central Parkway NE, Suite 600		CITY Atlanta	STATE GA	POSTAL CODE 30328
				COUNTRY USA

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] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ A.G. 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) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2		
8. OPTIONAL FILER REFERENCE DATA Shelby County Judge of Probate				

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

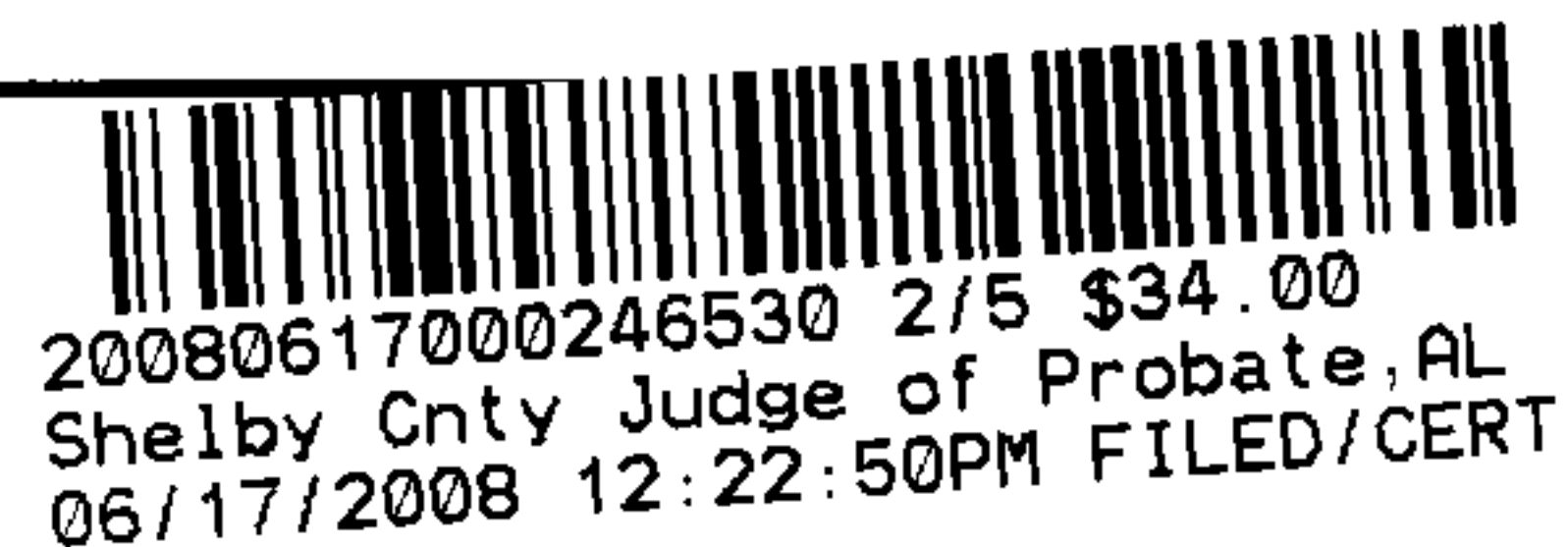
UCC FINANCING STATEMENT ADDENDUM

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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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 Administrative Agent, 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 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.

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 Administrative Agent, 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