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 ANGELA ELDER-JOHNSON
 CLERK OF SUPERIOR
 COURT
 OCOONEE COUNTY

*Michelle Seachrist,
 Deputy Clerk*

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Jerry G. Peterson
B. E-MAIL CONTACT AT FILER (optional) jerry.peterson@butlersnow.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px; width: fit-content;"> Jerry G. Peterson Butler Snow LLP 1170 Peachtree Street, NE Atlanta, GA 30309 </div>

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 Oconee County Industrial Development Authority				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 23 North Main Street		CITY Watkinsville	STATE GA	POSTAL CODE 30677
			COUNTRY USA	

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 Branch Banking and Trust Company, as Bond Trustee				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 223 West Nash Street		CITY Wilson	STATE NC	POSTAL CODE 27893
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

The property described in Schedule I attached hereto and by this reference made part hereof.

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 Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

Schedule I
to
UCC Financing Statement
from
Oconee County Industrial Development Authority, Debtor,
to
Branch Banking and Trust Company, as Bond Trustee, Secured Party

The capitalized words in this Schedule I shall have the meanings set forth in the list of definitions at the end of this Schedule I.

This Financing Statement covers the following property:

1. Obligation No. 1, Obligation No. 2, Obligation No. 3, and all the right, title, and interest of the Debtor in and to the Loan Agreement, and Obligation No. 1, Obligation No. 2, Obligation No. 3, Obligation No. 4, and Obligation No. 5, the Master Indenture, and the Security Deed, and all revenues and receipts receivable by the Debtor therefrom and the security therefor, including the Security Deed (except for Unassigned Rights) but excluding the payments made directly to the Debtor pursuant to Sections 4.1(b)(1), 4.1(b)(2) and 5.5 of the Loan Agreement.

2. All the right, title, and interest of the Debtor in and to all cash proceeds and receipts arising out of or in connection with the sale of the Bonds and all moneys and investments held by the Secured Party in the funds and accounts created under the Bond Indentures, or held by the Secured Party as special trust funds derived from payments on contractor's performance or payment bonds or other surety bonds, or any other source.

3. Any and all other property rights and interests of every kind and nature from time to time by delivery or by writing of any kind granted, bargained, sold, alienated, demised, released, conveyed, assigned, transferred, mortgaged, pledged, hypothecated or otherwise subjected to the Bond Indentures, as and for additional security, by the Debtor or any other person on its behalf or with its written consent or by the Secured Party or any other person on its behalf or with its written consent.

In each case, whether now owned or hereafter acquired by the Debtor and however its interest therein may arise or appear (whether by ownership, security interest, claim, or otherwise) and whether due or to become due and whether or not earned by performance.

DEFINITIONS

"Bond Indentures" means, collectively, the Bond Trust Indenture, dated as of December 1, 2018, between the Debtor and Branch Banking and Trust Company, as bond trustee (the "Bond Trustee") pursuant to which the Series 2018A-1 Bonds, the Series 2018A-2 Bonds, and the Series 2018A-3 Bonds were issued, the Indenture of Trust, dated as of December 1, 2018, pursuant to which the Series 2018A-4 Bond was issued, and the Indenture of Trust, dated as of December 1, 2018, pursuant to which the Series 2018A-5 Bond was issued.

"Bonds" means, collectively, the Series 2018A-1 Bonds, the Series 2018A-2 Bonds, the Series 2018A-3 Bonds, the Series 2018A-4 Bond, and the Series 2018A-5 Bond.

"Loan Agreement" means the Loan Agreement, dated as of December 1, 2018, between the Debtor and Westminster Presbyterian Homes, Inc. (the "Borrower").

"Master Indenture" means the Master Trust Indenture, dated as of December 1, 2018, between the Borrower and Branch Banking and Trust Company, as master trustee (the "Master Trustee"), as

supplemented by Supplemental Indenture for Obligations No. 1 through No. 6 dated as of December 1, 2018, between the Borrower and the Master Trustee.

“Obligation No. 1” means the Borrower’s Promissory Note Constituting Obligation No. 1 in the initial principal amount of \$32,840,000, dated December 19, 2018 (the “Issue Date”), issued under the Master Indenture and delivered to the Debtor pursuant to the Loan Agreement.

“Obligation No. 2” means the Borrower’s Promissory Note Constituting Obligation No. 2 in the initial principal amount of \$10,000,000, dated the Issue Date, issued under the Master Indenture and delivered to the Debtor pursuant to the Loan Agreement.

“Obligation No. 3” means the Borrower’s Promissory Note Constituting Obligation No. 3 in the initial principal amount of \$10,000,000, dated the Issue Date, issued under the Master Indenture and delivered to the Debtor pursuant to the Loan Agreement.

“Obligation No. 4” means the Borrower’s Promissory Note Constituting Obligation No. 4 in a principal amount not to exceed \$40,000,000, dated the Issue Date, issued under the Master Indenture and delivered to the Debtor pursuant to the Loan Agreement.

“Obligation No. 5” means the Borrower’s Promissory Note Constituting Obligation No. 5 in a principal not to exceed \$35,000,000, dated the Issue Date, issued under the Master Indenture and delivered to the Debtor pursuant to the Loan Agreement.

“Security Deed” means the Deed to Secure Debt, Assignment of Leases and Rents, and Security Agreement dated as of December 1, 2018, from the Borrower to the Debtor, as grantee, which has been assigned by the Debtor to the Master Trustee.

“Unassigned Rights” means the rights of the Authority under the Loan Agreement to payment of fees and expenses, indemnification, receipt of notices and to give and withhold its consent.