

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

68753

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented: 2	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.														
1. Return copy or recorded original acknowledgement to: ATTN CINDI JOHNSON SUNBRIDGE ASSET MANAGEMENT, LLC 4800 SW MACADAM AVE., STE 305 PORTLAND, OR 97201		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office <div style="text-align: center; border: 1px solid black; padding: 5px; transform: rotate(-90deg); transform-origin: center;"> Inst. # 2000-17421 05/26/2000-17421 02:09 PM CERTIFIED SHELBY COUNTY JUNE 17 2000 </div>														
2. Name and Address of Debtor (Last Name First if a Person) THE SCOOTER STORE, INC. 277 W SAN ANTONIO ST. NEW BRAUNFELS, TX 78130		FILED WITH: SHELBY COUNTY AL														
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) Social Security/Tax ID # [REDACTED]																
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) SUNBRIDGE ASSET MANAGEMENT, LLC 4800 SW MACADAM AVE., STE 305 PORTLAND, OR 97201		4. NAME AND ADDRESS OF ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) FOOTHILL CAPITAL CORPORATION 11111 Santa Monica Blvd., Ste 1500 Los Angeles, CA 90025 FEIN #95-2689288														
5. The Financing Statement Covers the Following Types (or items) of Property: ALL ACCOUNTS RECEIVABLE OF DEBTOR AND SUCH OTHER ASSETS AS ARE SET FORTH ON THE ATTACHED EXHIBIT A.		5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">200</td> <td style="width: 50%; text-align: center;">800</td> </tr> <tr> <td style="text-align: center;">100</td> <td style="text-align: center;">900</td> </tr> <tr> <td style="text-align: center;">200</td> <td style="text-align: center;">---</td> </tr> <tr> <td style="text-align: center;">300</td> <td style="text-align: center;">---</td> </tr> <tr> <td style="text-align: center;">500</td> <td style="text-align: center;">---</td> </tr> <tr> <td style="text-align: center;">600</td> <td style="text-align: center;">---</td> </tr> <tr> <td style="text-align: center;">700</td> <td style="text-align: center;">---</td> </tr> </table>	200	800	100	900	200	---	300	---	500	---	600	---	700	---
200	800															
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700	---															
Check X if covered: <input checked="" type="checkbox"/> Products of Collateral are also covered. 6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so): <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor. <input type="checkbox"/> as to which the filing has lapsed.		7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$ 0 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ _____ 8. <input checked="" type="checkbox"/> This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)														
Signature(s) of Debtor(s) Anthony B. Smith, CEO		Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6)														
Signature(s) of Debtor(s) THE SCOOTER STORE, INC.		Signature(s) of Secured Party(ies) or Assignee SUNBRIDGE ASSET MANAGEMENT, LLC														
Type Name of Individual or Business		Type Name of Individual or Business														

EXHIBIT A

In order to secure prompt payment and performance of all Borrower's Obligations now or hereafter owing to Lender, Borrower hereby assigns, pledges and grants to Lender a first priority lien and security interest in all of Borrower's right, title and interest in, to and under ~~all~~ of the following, whether now or hereafter existing or acquired: (a) all Eligible Receivables and all other present and future accounts related to the Eligible Receivables, and all contracts related to the Eligible Receivables, and all Collections and other payments and proceeds with regard thereto; (b) each Lockbox, Lockbox Account, and all funds on deposit in each of the foregoing and all certificates and instruments, if any, from time to time evidencing the Lockboxes and Lockbox Accounts and funds on deposit therein; (c) any disproportionate share settlements, risk share settlements, cost report settlements, capitation settlement payments or other distributions to Borrower related to the Collateral, or any portion thereof, or the related contracts; (d) all operating and medical licenses and permits, including any Certificates of Need, provider contracts, general certificates and other similar type authorizations to the extent related to the Eligible Receivables; (e) all claims under or in connection with any of the foregoing; (f) all interest, dividends, moneys, instruments, securities and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing; and (g) all proceeds, products and amounts received or receivable under or relating to any or all of the foregoing.

In addition, to further secure payment and performance of all of Borrower's Obligations now or hereafter owing to the Lender, Borrower grants a first priority lien on and security interest in all of Borrower's right, title and interest in to and under all of the following, whether now or hereafter existing or acquired: (1) all personal property of every kind and nature, whether tangible or intangible, now or hereafter owned or leased by Borrower or in which Borrower has or shall have any right or interest, located at any place of business of Borrower, or leased or rented by Borrower to any other person or entity; (2) all Ineligible Receivables now or hereafter existing, whether or not healthcare related, including any co-pay, private pay, share of costs or other direct pay portions of all receivables, and all rights and remedies of Borrower relating thereto, together with any and all proceeds in any way derived, directly or indirectly, therefrom; (3) all contracts, agreements, permits, licenses, certificates and leases and any rights or interests thereunder; (4) all accounts, including healthcare insurance receivables; (5) all general intangibles, including payment intangibles; (6) all chattel paper, including electronic chattel paper, and all guaranties, supporting obligations, letters of credit, letter-of-credit rights and instruments, including promissory notes; (7) all documents, including but not limited to documents of title, warehouse receipts and bills of lading; (8) all investment property, securities, shares of stock, partnership interests, limited liability company interests, and other equity interests in any entity; (9) all money, deposits, certificates of deposit, treasury obligations and deposit accounts; (10) all contractual distributions due or made or obligations owed to Borrower, including any recaptured amounts included in any settlement pursuant to the sale of any assets whether or not such amounts related to the Collateral pledged pursuant to the paragraph above; (11) all rights in, to and under all policies of credit, casualty, or other insurance, including claims or rights to payments thereunder and proceeds therefrom; (12) all security interests held by Borrower, including mortgages, security agreements, bailments, and deeds of trust; (13) all medical, dental, therapeutic, paramedical, hospital or rehabilitation equipment; (14) all other tangible personal property, including but not limited to inventory, goods, materials, machinery, furniture, furnishings, equipment, computer software and hardware, motor vehicles and fixtures; (15) all proceeds of and any unearned premiums on any insurance policies covering any item of property of Borrower in which Lender has been granted a security interest pursuant to this Agreement, including the right to receive and apply proceeds of any insurance, judgments, or settlements made in lieu thereof for damage to such property; (16) all trademark applications and registrations, as well as all trade names, patents, service marks and other intellectual property, and all associated goodwill and the right to sue for past, present and future infringement thereof throughout the world; (17) all claims and causes of action, legal and equitable, in any form, and whether arising in contract or tort; (18) to the extent related to the property described herein, all books, correspondence, credit files, records, invoices, and other documents and records, including tapes, cards, computer runs and other papers and documents in the possession or control of Borrower or any bureau, agent, or other entity acting for Borrower; (19) all other property of Borrower, other than Real Property, or Excluded Receivables now or hereafter existing; (20) all substitutions, replacements, renewals and additions thereto or thereof; and (21) all proceeds and products of any of the foregoing.

The above applies to, but is not limited to, all the following Borrower locations:

5237 Halls Mill Rd., Bldg D
Mobile, AL 36619
Lessor: James L. Henderson

1003 Commerce Blvd.
Pelham, AL 35124
Lessor: Wyatt Investment Properties

#7 Clearwater Dr., Suite A
Little Rock, AR 72204
Lessor: William A. Brandon

1403 W. 10th Place, Suite B103
Tempe, AZ 85281
Lessor: Transwestern Hohokam, LLC

EXHIBIT A

4880 Ironton St., Unit G
Denver, CO 80239
Lessor: WM Investments, LLC

3601 N. Dixie Hwy., Bay #11
Boca Raton, FL 33431
Lessor: N. Dixie Commerce Center Ltd.

8917 Western Way, Suite 5
Jacksonville, FL 32256
Lessor: Eastgroup Jacksonville, Inc.

4065 L.B. McLeod Rd., Suite G-1
Orlando, FL 32811
Lessor: Carmel Property Management

6290 McDonough Dr., Suite B
Norcross, GA 30093
Lessor: Atlanta North Flexxspace, Ltd.

324 Production Court
Louisville, KY 40299
Lessor: Weston Management Co.

11245 Airline Hwy., Suite 320
Baton Rouge, LA 70816
Lessor: Reulet Family Holdings LLC

5150 Interstate Dr., Suite 205-206
Shreveport, LA 71109
Lessor: Airport Business Plaza Partnership

2311-B Flowood Drive
Jackson, MS 39208
Lessor: Cook Commercial Properties

520 E. Clanton Rd.
Charlotte, NC 28217
Lessor: Harbinger 77 Corporate Park L.P.

3200 Lake Woodard Dr., Unit 104
Raleigh, NC 27609
Lessor: Raleigh Beltline Park, LLC

4637 N.W. 3rd
Oklahoma City, OK 73127
Lessor: Allen Simpson

4156 S. 70th East Ave.
Tulsa, OK 74145
Lessor: Morris Zeligson, Trust B

900 Carpenters Crossing, Bay 4
Folcroft, PA 19032
Lessor: Henderson Columbia Corp.

4301 Dorchester Rd., Unit A-12
Charleston, SC 29402
Lessor: Warehouse Investors

1200 Woodruff Rd., F19
Greenville, SC 29607
Lessor: Upstate Properties

1120 Elm Hill Pike, Suite 175
Nashville, TN 37210
Lessor: Elm Hill Center, LLC

150 N. Martinwood Pike, Suite D-404
Knoxville, TN 37923
Lessor: Realty Associates, Inc.

277 W. San Antonio St.
New Braunfels, TX 78130
Lessor: Ron Snider

12712 O'Connor Rd.
San Antonio, TX 78233
Lessor: Transwestern O'Connor Rd Bus. Park

8120 Research Blvd., Unit 109
Austin, TX 78758
Lessor: Centre Point General Partners

7613 Katy Freeway, Suite C
Houston, TX 77024
Lessor: Alan Shelby, Westhill, Inc.

2156 W. Northwest Hwy., #307
Dallas, TX 78220
Lessor: Weingarten Realty Investors

162 W. Mill Street
New Braunfels, TX 78130
Lessor: S.T. Burrus

273 W. San Antonio St.
New Braunfels, TX 78130
Lessor: Bill Tart

297 W. San Antonio St.
New Braunfels, TX 78130
Lessor: Lorene Reidel

1551 N. Walnut., #'s 10, 16, 17, 22, 25
New Braunfels, TX 78130
Lessor: Austin Property Management

Inst # 2000-17421

05/26/2000-17421
02:09 PM CERTIFIED
SHELBY-COUNTY JUDGE OF PROBATE

003 HNS 17.00