

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

20100208000038000 1/5 \$34.00
Shelby Cnty Judge of Probate, AL
02/08/2010 12:36:01 PM FILED/CERT

A. NAME & PHONE OF CONTACT AT FILER [optional] Robert D. Rives (334) 241-8000
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Capell & Howard, P.C. 150 S Perry Street Montgomery, Alabama 36104

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						
1a. ORGANIZATION'S NAME SHELBY RIDGE PROPERTIES, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 100 PERRY HILL ROAD			CITY MONTGOMERY	STATE AL	POSTAL CODE 36109	COUNTRY USA
ADD'L INFO RE ORGANIZATION DEBTOR		1e. TYPE OF ORGANIZATION limited liability company	1f. JURISDICTION OF ORGANIZATION Alabama	1g. ORGANIZATIONAL ID #, if any		☒ 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						
2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
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 <u>one</u> secured party name (3a or 3b)						
3a. ORGANIZATION'S NAME REGIONS BANK						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 201 MONROE STREET			CITY MONTGOMERY	STATE AL	POSTAL CODE 36104	COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

The items described on Exhibit "A" attached hereto and made a part hereof which are now or hereafter located on the land described on Exhibit "B" attached hereto and made a part hereof. Some of the property described in Exhibit "B" is now, or may in the future become, fixtures affixed to the Real Property.

*This financing statement is filed as additional security for the indebtedness secured by a certain mortgage executed by Debtor in favor of secured party recorded concurrently herewith

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	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [if applicable] [ADDITIONAL FEE] [optional]		☐ All Debtors	☐ Debtor 1	☐ Debtor 2	
8. OPTIONAL FILER REFERENCE DATA Filed with Shelby County Probate Judge						



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UCC FINANCING STATEMENT ADDENDUM

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

9a. ORGANIZATION'S NAME

SHELBY RIDGE PROPERTIES, LLC

OR

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 debtor name (11a or 11b) – do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

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)

12a. ORGANIZATION'S NAME

OR

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 attached Exhibit "B"

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

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 ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Files in connection with a Manufactured-Home Transaction – effective 30 years

☐ Filed in connection with a Public-Finance Transaction – effective 30 years

EXHIBIT "A"

Debtor hereby grants a security interest in all of its right, title and interest in and to each of the following, wherever located and whether now or hereafter existing or now owned or hereafter acquired or arising (the "Collateral"):

(a) the Real Property, together with all easements, permits, licenses, rights-of-way, contracts, leases, tenements, hereditaments, appurtenances, rights, privileges, immunities, pertaining or applicable to said real property and interests therein;

(b) the Leases, together with any and all security deposits received by Debtor or any agent of Debtor in connection therewith;

(c) all Equipment;

(d) all Receivables;

(e) all Inventory;

(f) all Instruments and Contract Rights;

(g) all Personal Property;

(h) all Documents, policies and certificates of insurance relating to any Collateral, securities, Chattel Paper and other documents and instruments evidencing or pertaining to any and all other items of Collateral;

(i) all files, correspondence, computer programs, tapes, disks and related data processing software which contain information identifying or pertaining to any of the Receivables, the Inventory or any Account Debtor or showing the amounts thereof or payments thereon or otherwise necessary or helpful in the realization thereon or the collection thereof;

(j) All right, title and interest of Debtor in and to all contracts, licenses, approvals, warranties and agreements related to the operation of the nursing home or related to the Real Property or to any related facilities that may be constructed on the Real Property in the future, including any plans, specifications and contracts therefor;

(k) All awards or payments, including all interest thereon, together with the right to receive the same, that may be made to Debtor with respect to the Real Property as a result of the exercise of the right of eminent domain, any damage to or destruction of the Real Property or any part thereof, or any other injury to or decrease in the value of the Real Property, and all right, title and interest of the Debtor in and to any policies of insurance (and the proceeds thereof) with respect to any damage to or destruction of the Real Property; and,

(l) all products and proceeds of any other items of Collateral; and,

(m) Any and all other real or personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, mortgaged, pledged, assigned or transferred to Secured Party as and for additional security hereunder by Debtor, or by anyone on behalf of, or with the written consent of Debtor.

It is the intent hereof that the Collateral described herein shall include all real and personal property of Debtor used in or necessary for the operation of the Facility.

Definitions:

"Account Debtor" means a person or entity who or that is obligated on a Receivable.

"Chattel Paper" means a writing or writings which evidence a debt and a security interest in or lease of goods.

"Contract Rights" means any rights under contracts not yet earned by performance and not yet evidenced by an instrument or chattel paper.

"Document" means a bill of lading, dock warrant, dock receipt, warehouse receipt or order for the delivery of goods, and also any other document which in the regular course of business or financing is treated as adequately evidencing that the person in possession of it is entitled to receive, hold and dispose of the Document and the goods it covers, whether negotiable or non-negotiable.

"Equipment" means and includes the all machinery, apparatus, equipment, fittings, furniture, fixtures and other tangible personal property of every kind and description owned by Debtor (including leasehold interests) and used in Debtor's business operations conducted on the Real Property or owned or leased by Debtor for use on or in connection with its business operations located on the Real Property, and all parts, accessories and special tools and all increases and

accessions thereto and substitutions and replacements thereof, excluding, however, rolling stock, and related parts, accessories and special tools.

"Facility" means a 131-bed skilled care nursing facility situated on the Real Property commonly referred to as Shelby Ridge Nursing Home.

"Government Receivables" means, collectively, any and all Receivables which are (a) Medicare Receivables, (b) Medicaid Receivables or (c) any other Receivables payable by a Governmental Authority approved by Lender.

"Instrument" means and includes all negotiable instruments, documentary drafts, Chattel Paper and other writings which evidence a right to payment of money for goods and inventory sold or leased or for services rendered.

"Inventory" means and includes all inventory of Debtor located on the Real Property or used in the business operations of Debtor on the Real Property, now or hereafter existing, including, without limitation, all supplies of every nature and description.

"Leases" means the Operating Lease, together with all modifications, extensions or renewals thereof, and also other leases of or relating to the Facility or some portion thereof, such as, but not limited to, resident admission agreements.

"Medicaid" means, collectively, the health care assistance program established by Title XIX of the Social Security Act (42 U.S.C. §§1396 et seq.) and any statutes succeeding thereto, and all laws, rules, regulations, manuals, orders, guidelines or requirements pertaining to such program including (a) all federal statutes (whether set forth in Title XIX of the Social Security Act or elsewhere) affecting such program; (b) all state statutes and plans for medical assistance enacted in connection with such program and federal rules and regulations promulgated in connection with such program; and (c) all applicable provisions of all rules, regulations, manuals, orders and administrative, reimbursement, guidelines and requirements of all governmental authorities promulgated in connection with such program (whether or not having the force of law), in each case the same may be amended, supplemented or otherwise modified from time to time.

"Medicaid Receivables" means Receivables payable by Medicaid.

"Medicare" means, collectively, the health insurance program for the aged and disabled established by Title XVIII of the Social Security Act (42 U.S.C. §§1395 et seq.) and any statutes succeeding thereto, and all laws, rules, regulations, manuals, orders or guidelines pertaining to such program including (a) all federal statutes (whether set forth in Title XVIII of the Social Security Act or elsewhere) affecting such program; and (b) all applicable provisions of all rules, regulations, manuals, orders and administrative, reimbursement, guidelines and requirements of all governmental authorities promulgated in connection with such program (whether or not having the force of law), in each case as the same may be amended, supplemented or otherwise modified from time to time.

"Medicare Receivables" means Receivables payable by Medicare.

"Operating Lease" means that Lease of the Facility between Shelby Ridge Properties, LLC, as Landlord, and Shelby Ridge Acquisition Corporation, as Tenant, dated February 3, 2010.

"Personal Property" means all collateral which is tangible or intangible personal property, including general intangibles (as defined in the Uniform Commercial Code).

"Real Property" means the parcel of land described in Exhibit "B" hereto together with all fixtures, buildings, structures, improvements and other facilities now or hereafter located thereon constituting real property and any additional land or other real property which under the terms hereof is or becomes part of the Collateral.

"Receivables" means and includes any and all rights of Debtor to the payment of money or other forms of consideration of any kind (whether defined or classified under the Uniform Commercial Code as accounts, Contract Rights, Chattel Paper, Documents, Instruments, general intangibles, health-care-insurance receivables, or otherwise) including, but not limited to, other accounts receivable, Third Party Payor reimbursements, Government Receivables, letters of credit and the right to receive payment thereunder, tax refunds, insurance proceeds, notes, drafts, acceptances, and all other debts, obligations and liabilities due Debtor in whatever form and from whatever person or entity and further including all cash and non-cash proceeds of any of the foregoing.

"Third Party Payors" means any governmental authority, insurance company, health maintenance organization, preferred provider organization or similar entity that is obligated to make payments with respect to a Receivable.



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EXHIBIT “B”

The following described real property situated in Shelby County, Alabama:

Lot 1, according to the Final Plat of Shelby Ridge Nursing Home Survey, as recorded in Map Book 34, at Page 60, in the Probate Office of Shelby County, Alabama.

Together with all of Debtor's right, title and interest in the easement set out in that certain Drainage Easement dated January 1, 2005, and recorded January 12, 2005 in said office as Instrument #20050112000010050.



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